

Agenda

Virginia Manufactured Housing Board

Thursday, August 24, 2017

Mosley Architects
3200 Norfolk Street
Richmond, VA 23230

10:00 a. m.

Meeting Agenda

- A. Roll Call/Determination of Quorum (Tab 1)**
- B. Approval of Minutes – June 20, 2017 (Tab 2)**
- C. Public Comment**
- D. New Business (Tab 3)**
 - 1. IFF Conference Case #D-2017-4 Edwin Eduardo Rodriguez
V
Infinity Housing Solutions
 - 2. IFF Conference Case #T-2017-4 Edwin Eduardo Rodriguez
V
Infinity Housing Solutions
- E. Committee Reports**
- F. Report of the Secretary/Associate Director/Director Reports**
 - 1. Transaction Recovery Fund financial report. (Tab 4)
- G. Old Business**
 - 1. Report from the Office of the Attorney General on recouping funds paid out of the Transaction Recovery Fund utilizing the Division of Debt Collection.
 - 2. Revised Transaction Recovery Fund Regulations. (Tab 5)
- H. Future Meeting Date and Location**
- I. Adjournment**

TAB 1

Manufactured Housing Board

Roll Call of Officers and Members For Board Meeting August 24, 2017

Cindy Tomlin – Chair _____

Walter Cleaton – Vice Chair _____

David Bridges _____

Shawna Cheney _____

Keith Hicks _____

Sean Hicks _____

Dennis Jones _____

James Roncaglione _____

VIRGINIA MANUFACTURED HOUSING BOARD

Manufactured Home Dealer Representatives:

Cindy Ferreira Tomlin – Chairperson
9365 New Horizon Court
McGaheysville, VA 22840
Telephone: (540) 569-0842
E-mail: firstclass350z@gmail.com
Term Expires: March 31, 2020

Walter S. Cleaton – Vice Chairman
7924 Goodes Ferry Road
South Hill, Virginia 23970
Telephone: (434) 917-0303
(434) 689-5966
E-mail: homesol@embarqmail.com
Term Expires: May 31, 2018

Manufacturer's Representatives:

Vacant

Dennis Jones
Fleetwood Homes of Virginia
90 Weaver Street
Rocky Mount, VA 24151
Telephone: (828) 302-1092
E-mail: Dennis.jones@fleetwoodhomes.com
Term Expires: May 31, 2018

Public Representatives:

Sean D. Hicks
2100 East Cary Street
Richmond, VA 23223
Telephone: (804) 771-9539
E-mail: shicks@hf-law.com
Term Expires: March 31, 2020

David C. Bridges
Building Official
City of Martinsville
P.O. Box 1112
Martinsville, VA 24114
Telephone: (276) 403-5171
(276) 252-7769
E-mail: kbridges@ci.martinsville.va.us
Term Expires: May 31, 2018

Keith W. Hicks
224 Ashbury Drive
Richmond, VA 23227
Telephone: (804) 869-3032
E-mail: khicksceol@gmail.com
Term Expires: March 31, 2020

Shawna J. Cheney
Blue Ridge Legal Services, Inc
215 S. Main Street
Lexington, VA 24450
Telephone: (434) 685-3137
E-mail: scheney@brls.org
Term Expires: May 31, 2018

Director's Designee

Mr. James W. Roncaglione
43490 Firestone Place
Leesburg, VA 20176
(703) 938-4988 (Office)
(703) 669-1588 (Fax)
California: 19120 Bubbling Wells Road
Desert Hot Springs, CA 92241
Telephone: (760) 329-2300
E-mail: jronva@cs.com
Term Expires: Serves as designee of Director

Staff Secretary

Eric Leatherby
Dept. of Housing and Community Development
State Building Codes Office
Main Street Centre
600 East Main Street, Suite 300
Richmond, VA 23219
Telephone: (804) 371-7165
Fax: (804) 371-7092
E-mail: eric.leatherbyr@dhsd.virginia.gov

Staff

Cindy Davis, Deputy Director
Division of Building & Fire Regulation
Main Street Centre
600 East Main Street, Suite 300
Richmond, VA 23219
E-mail: Cindy.Davis@dhsd.virginia.gov
Telephone: (804) 371-7151
Fax: (804) 371-7092

TAB 2

Virginia Manufactured Housing Board Meeting
Thursday, June 20, 2017

Virginia Housing Center
4224 Cox Road
Glen Allen, VA 23060

Draft Minutes

Members Present

Ms. Cindy Ferreira Tomlin, Chair
Mr. Walter Cleaton, Vice Chair
Ms. Shawna Cheney
Mr. Sean Hicks
Mr. David Bridges
Mr. James Roncaglione
Mr. Keith Hicks
Mr. Dennis Jones

Staff Present

Ms. Cindy Davis
Mr. Eric Leatherby
Mr. Travis Luter
Mr. Justin Bell, OAG

The meeting of the Virginia Manufactured Housing Board was called to order by Chairperson Cindy Ferreira Tomlin at approximately 10:15 a.m. A quorum was present.

Ms. Tomlin announced that Board member, Mr. Ben Flores has resigned from the Board.

A motion was made to approve the minutes from the April 14, 2016 Board meeting by Mr. Cleaton and seconded by Mr. Keith Hicks. The motion passed unanimously.

Mr. Sean Hicks was introduced to the Board as its' newest member.

There were no Public Comments.

There were no Committee Reports.

Old Business – A motion was made by Mr. Bridges and seconded by Mr. Cleaton to have a closed session meeting in order for Mr. Justin Bell to address the Board on recouping funds paid out of the Transaction Recovery Fund. The motion passed unanimously.

Following the closed session, a motion was made by Mr. Roncaglione and seconded by Mr. Bridges to reopen the session. The motion passed unanimously.

A motion was made by Mr. Bridges and seconded by Mr. Sean Hicks to utilize the Division of Debt Collection to recoup funds paid out of the Recovery Fund. The motion passed unanimously.

A motion was made by Mr. Bridges and seconded by Mr. Keith Hicks to require that the width and length of a manufactured home be specified on a sales contract, and that this requirement be included in section 13VAC6-20-170 item #23 of the Manufactured Housing Licensing and Transaction Recovery Fund. The motion passed unanimously.

New Business - A motion was made by Mr. Bridges and seconded by Mr. Keith Hicks to accept the Board's proposed revisions to the Manufactured Housing Licensing and Transaction Recovery Fund Regulations. The motion passed unanimously.

Next meeting: The scheduled location, date and time of the next meeting of the Manufactured Housing Board will be as follows:

Location:

Virginia Housing Center
4224 Cox Road
Glen Allen, VA 23060

Date and Time:

Thursday, August 24, 2017
10:00

The Board adjourned at approximately 11:45 a.m.

TAB 3

CASE FILE: Rodriguez # D-2017-04 & T-2017-04
CRONOLOGICAL FILE MEMO

Pg. 1: April 12th, 2017: Initial complaint received from Edwin Eduardo Rodriguez

Pg. 17: April 12th 2017 Standard referral letter sent certified mail to Infinity Housing Solutions; attention Robert Morris and a copy was mailed to Mr. Rodriguez.

Pg. 18: April 25th, 2017 Standard referral letter to Infinity Housing Solutions was returned from the USPS as undeliverable.

Pg. 19: June 9th, 2017 Informal fact finding notice sent certified mail to Infinity Housing Solutions; attention Robert Morris and a copy was mailed to Mr. Rodriguez.

Pg. 22: June 15th, 2017 Informal Fact Finding letter to Infinity Housing Solutions was returned from the USPS as undeliverable.

- June 29th, 2017 Informal fact finding meeting scheduled at the DHCD office in Richmond was changed to a conference call because Mr. Morris was not reachable and this saved Mr. Rodriguez from having to drive from Fredericksburg to Richmond.
- June 29th, 2017 I spoke with Mr. Rodriguez and informed him that we would be trying to secure a translator to assist with the call and he informed me that his daughter, Haylin Rodriguez spoke fluent English which I found acceptable to assist with questions.

Pg. 23: July 5th, 2017 Informal fact finding call was held (see report).

Pg. 27: August 3rd, 2017 Received confirmation from Lieutenant C.A. Carey with Spotsylvania County that a police report has been filed.

Pg. 29: August 4th, 2017 D-2017-04 Report of findings and recommendations.

Pg. 31: August 4th, 2017 T-2017-04 Report of findings and recommendations.

Pg. 33: Licensing information.

VIRGINIA STATE BUILDING CODES OFFICE
MANUFACTURED HOME



CONSUMER COMPLAINT FORM

Name of person(s) requesting assistance: EDWIN EDUARDO, RODRIGUEZ
Role in the complaint: (check one) Homeowner ☐ Manufacturer ☒ Retailer ☐ Installer ☐
Other parties involved, please list: (1) Robert P. Morris (Infinity Housing Solutions)
(2) _____
(3) _____

IS THE HOME IN QUESTION A MANUFACTURED HOME ☒ YES ☐ NO

Complainant Information

Name: EDWIN EDUARDO, RODRIGUEZ
Street Address: 5519 BOUNDS ST
City: FREDERICKSBURG State: VA Zip code: 22407
Daytime phone: (540) 834-3654 Evening or weekend phone: SAME
E-mail address: _____

Information on the Home

Street address of home: _____
City: _____ State: _____ Zip code: _____
Daytime phone: _____ Evening or weekend phone: _____
Single-wide: _____ Double-wide: _____ Multi-wide: _____
Serial number of home: _____ HUD label number: _____
Model number of home: _____ Date home was purchased: _____
Date home was delivered to the installation site: _____
Date home was installed: _____

Manufacturer of Home

(Corporate name if known): 2017 Fleetwood Coronado Ultra 14663 N
Company name of manufacturer: Infinity Housing Solutions
Name of manufacturing plant in which home was built: 11530 Pine Needle Ct, Fburg, VA 22407
Name of contact person at plant if known: Robert P. Morris
Street address: 10500 WALKER DR, STE 220
City: FREDERICKSBURG State: VA Zip code: 22407
Telephone: (540) 220-1722

E-mail address: Sales @ infinity housing. us

Retailer of Home

Name of Retailer: _____

Name of contact person or salesperson at retailer: _____

Street address: _____

City: _____ State: _____ Zip code: _____

Telephone: _____

E-mail address: _____

Installer of Home
(If different from Retailer)

Name of company that installed the home: _____

Name of person that installed the home: _____

Name of contact person for the installation company: _____

Street address of installer's company: _____

City: _____ State: _____ Zip code: _____

Telephone: _____

E-mail address: _____

Description of Complaint(s)

(Note: For additional complaints please attach on separate sheets)

Complaint About possible purchase of a Manufactured Home, which a legally enforceable contract it has been made between Mr. Edwin Eduardo Rodriguez and Robert P. Morris President of Infinity Housing Solutions on December 4, 2016, with a Purchase Price of \$ 53,497. Mr. Rodriguez paid as Down payment \$ 5,000 when contract it's been signed.

Mr. Robert Morris (Seller) did not delivered the Mobil Home by the date of January 31, 2017. to the Buyer Mr. Rodriguez. Neither refund the Down Payment of \$ 5,000. the Seller Mr. Morris do not answers calls or open the doors of his office.

Have you previously written to the *State Building Code Administrative Office* regarding this or other issues involving this home?

o YES _____ NO ☒

• Have you contacted the manufacturer, retailer or installer regarding your complaint?

o YES ☒ NO _____

If YES to either of the above: (Please provide following information)

Person/firm contacted: Roberto P. Morris

Date(s) Contacted: 12/08/16, 01/12/17, 01/30/2017, 02/01/17, 02/04/17

In writing or by phone? by phone / no answer

Person/firm contacted: _____

Date(s) Contacted: _____

In writing or by phone? _____

Person/firm contacted: _____

Date(s) Contacted: _____

In writing or by phone? _____

Person/firm contacted: _____

Date(s) Contacted: _____

In writing or by phone? _____

Attach *copies* of all written correspondence to or from the manufacturer, retailer, installer, or homeowner. Also, attach *copies* of any other documentation to support your complaint (contracts, receipts, etc.). **These documents will not be returned.**

Print Name of person submitting complaint: Edwin Eduardo Rodriguez Alvarez

Signature: Edwin E. Rodriguez A Date: 04/25/2017

Return form by mail or fax to:

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
State Building Code Office
600 East Main Street, Suite 300
Richmond, VA 23219-1321
(804) 371-7150 Office
(804) 371-7092 Fax



10500 Wakeman Dr., Suite 220, Fredericksburg, VA 22407
 PHONE (540) 220-1722 - (540) 369-4129 FAX
<http://infinityhousing.us>
sales@infinityhousing.us

Pre-Qualification/ Pre-Approval Estimate

Applicant(s) Edwin Eduardo Rodriguez

Date 10/5/2016 Property Address: Graninger's MHP - RSO

Purchase Price \$ 49900.00 Sales Tax (3%) 1497.00

Title Fee \$10.00 DMV Man. Housing Dealer Fee \$30.00

Total Selling Price \$ 51437.00 Estimated Down Payment \$ 10000.00

Down Payment - Total Selling Price = Estimated Loan Amount \$ 42737.00

Loan Term 240 months Estimated Interest Rate 9.5 %

Estimated Closing Costs \$ 1300.00 Estimate Needed To Close \$ 10000.00

Estimated Monthly P&I Payment \$ 398.45 Monthly Lot Rent \$ 415.00

Estimated Monthly PP Taxes \$ 35.00 Estimated Monthly HO Ins. \$ 58.50

Estimated Total Monthly Payment \$ 906.95

Total Gross Monthly Income \$ 2584.00

Current Front (Housing) Ratio 35 % Current Back (Total Debt) Ratio 48 %

Allowable (Housing) Front Ratio 30 % Allowable (Total) Back Ratio 50 %

Proposed Lender Park Lane Finance Solutions

Note: Monthly housing debt is higher than allowed by 6%. Need additional income from other.

Infinity Housing Solutions, Inc. is providing this pre-qualification worksheet as an estimate based on information provided by our lenders regarding current interest rates, terms and loan products available. This estimate should not be relied upon as an approval or loan commitment by IHS, Inc. or any of their affiliates. Please refer to your lender's initial loan

11/22/2016 2:37 PM

Edwin Eduardo Rodriguez

5519 Bonds St

Fredericksburg, VA 22407

Dear Edwin Eduardo Rodriguez,

After a review of your stated financial information and credit report, we are pleased to inform you that you have been pre-approved for the following:

Sales Price: \$53,497.00 Estimated Monthly Payment: \$435.09

Loan Amount: \$45,397.00 Estimated Monthly Payment w/ Escrow: \$518.42 + 415.00 LOT RENT

Loan Type: Conventional (Lender pays insurance and personal property tax) \$933.42

Loan Program: Fixed rate

Interest Rate: 9.99%

APR: 10.031% Estimated Total Cash to Close: \$10,000.00

Loan Term: 240 months

Once you have signed a sales contract on the home of your choice, please contact us at (844) PLF-LEND so we can determine the best method for delivering Initial Loan Disclosures to you. Please note, this letter is not a loan commitment. Before a final approval can be issued, all items on the attached Income/ID Verification Checklist must be submitted and approved by Park Lane Finance, additional submittals may be required.

We hope you will choose Park Lane Finance for your mortgage loan, and we look forward to assisting you. If you have any additional questions or concerns, please do not hesitate to contact us.

Sincerely,

KCROSS, NMLS# 1048115

Mortgage Loan Originator

Based on the information received at application and the credit information received, the above applicant(s) is pre-approved for a loan at the above stated terms. Please note that pre-approval is based upon information that has not yet been verified. The final decision cannot be made until all verifications and required documents are completed and deemed acceptable by Park Lane Finance Solutions, LLC. The home must be in a community which is recognized as acceptable by Park Lane Finance Solutions, LLC. This pre-approval is based on the above interest rate and does not constitute a loan approval or commitment to rate, fees, or terms. Any misrepresentation in the loan application or adverse change in your financial position may void this preapproval. This pre-approval does not intend or purport to confer any rights or privileges upon any third parties including, but not limited to, sellers, retailers, dealers, or community owners. For used homes the loan amount is contingent upon an appraisal or valuation. For new home the loan amount is contingent upon our maximum loan amount guidelines or an appraisal. This pre-approval is good for 60 days from the date of this letter.

73
74 **%Rejection.** This offer is rejected _____ (Seller initials)
75

76 **%Counteroffer.** This offer is countered as follows _____
77
78
79
80
81
82
83
84
85
86
87
88

89 **Part B - Other Provisions**
90

91 **% Closing & Occupancy.** This transaction shall be closed at Infinity Housing Solutions, Inc. on or
92 before January 31, 2017 or at such other time as may be mutually agreed. Legal possession of the property shall be
93 delivered to buyer on the date of closing. It is understood the Home is now
94 ☐ Subject ☒ Not Subject (check one) to a written lease. Buyer acknowledges that a lease must be obtained from the
95 community, if any before occupancy
96

97 **Disposition of Earnest Money.** The earnest money shall be applied to the purchase price. If the transaction fails to produce
98 an accepted offer, the earnest money shall be paid to the person(s) who paid the earnest money (after the earnest money first
99 clears the payer's depository). If the transaction fails to close after an accepted offer and the parties fail to agree on the
100 disposition of earnest money, then the earnest money shall be disbursed to the Buyer, unless the Seller provides Buyer in
101 writing no later than 15 days after the earlier of the Buyer's written demand for the return of the earnest money or the date of the
102 closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance.
103 Disbursement of earnest money does not determine the legal rights of the parties to this agreement. Buyer and Seller agree to
104 hold the agent/broker harmless from any liability for good faith disbursement of earnest money in accordance with this agreement.
105

106 **%Additional Items Included In sale.** Seller shall include in the sale all fixtures, storm windows and screens, lighting fixtures,
107 window shades, curtain and traverse rods, blinds, heating and cooling equipment, floor coverings, exterior attached antennas,
108 decks, steps, garage door openers, installed security equipment and skirting. In addition, the following items are included in the
109 sale in addition to the home free and clear of any encumbrances unless excluded in lines 114 -119:

110 Delivery, Set-Up, Permits and Inspection Fees are all included.

111 Home will be delivered to Buyer TURN KEY
112
113

114 **%Items excluded from the sale:** None specifically excluded
115
116
117
118
119
120

121 **% "AS IS Warranty"** Except for any express or implied warranty by the manufacturer or seller which exists on this manufactured
122 home, the entire risk as to the quality and performance of this home is with the Buyer and should the Home prove defective
123 following purchase, the Buyer shall assume the entire cost of all servicing and repair. Home Warranty Included: Factory Warranty
125

126 **%Evidence of Title:** At closing, should Buyer pay for the entire purchase price of home, Seller shall deliver, free and clear of all
127 liens, Certificate of Title within 28 days of closing, pursuant to Virginia Law. Otherwise, Buyer shall receive free and clear
128 Certificate of Title within 28 days of satisfaction of the Retail Installment Contract or Promissory Note, provided the balance has
129 been paid in full, from the lending institution that will hold the title until such satisfaction.
130

131 **%Pre-Closing Damage to Home.** If the Home is damaged by fire or other causes prior to closing in an amount not more than
132 25% of the purchase price, Seller shall be obligated to repair and restore the home to the same condition that it was on the date of
133 this offer. If such damage shall exceed such sum, the transaction may be canceled at option of Buyer. Should Buyer elect to close
134 this transaction despite the damage, Buyer shall be entitled to the insurance proceeds related to damage to the Home, if any.

Buyer's Initials _____

Seller's Initials RPM



Infinity Housing Solutions

"Manufactured & Modular Homes"

10500 Wakeman Dr., Suite 220, Fredericksburg, VA 22407

Ph- (540) 220-1722 Fax - (540) 369-4129

<http://infinityhousing.us> sales@infinityhousing.us

Coronado 2017 Factory Select Standards

FLOORS/PLUMBING

- Removable hitch-Optional - Add \$50 for removable hitch
- No plumbing shutoffs straight pex (toilets only exception with $\frac{1}{2}$ shut off installed, still straight pex)
- Plastic tubs and surrounds - Add \$230ea. for one piece fiberglass tub/surround
- Water Heater 30 gallon.
- Pembroke Metal Faucets in Kitchen
- No dryer vent, hole in floor only

CABINET SHOP

- Open plumbing in kitchen and bath cabinets
- No center shelves in base cabinets
- OSB raw in all cabinets including shelf material
- Both lavs built out of 1 x 2's and luan
- Drawers made out of OSB and luan (plant made 15" deep)
- Plastic bathroom sinks with plastic faucets - Add \$45ea. For porcelain lavatory sinks
- Umber Oak mdf vista raised panel cabinet doors
- Cabinet over range hood

WALLS

- 7' side walls
- Ceiling transitions not flush with shear walls
- Vaulted ceilings

ELECTRICAL

**** Overhead Lights in secondary bedrooms optional ****

- Living room light centered in vaulted ceiling
- 6" Satin nickel pan lights in living room, kitchen, dining room and master bedroom

EXTERIOR

- Rear door 36" x 76" blank
- Front door 36" x 76" blank
- Shutters (optional)
- UPGRADE to Vinyl Thermopane Double Hung Windows - Add \$695

TRIM

- 1" Battens around all windows
- Battens at ceiling line in bedrooms, cabinet color flat trim in living areas
- Brushed nickel privacy locks on bathroom doors only
- No gimp on any countertops

FINAL

**** Mini blinds are optional ****

**** Toilet paper holder and towel bar optional ****

**** Shower curtain optional ****

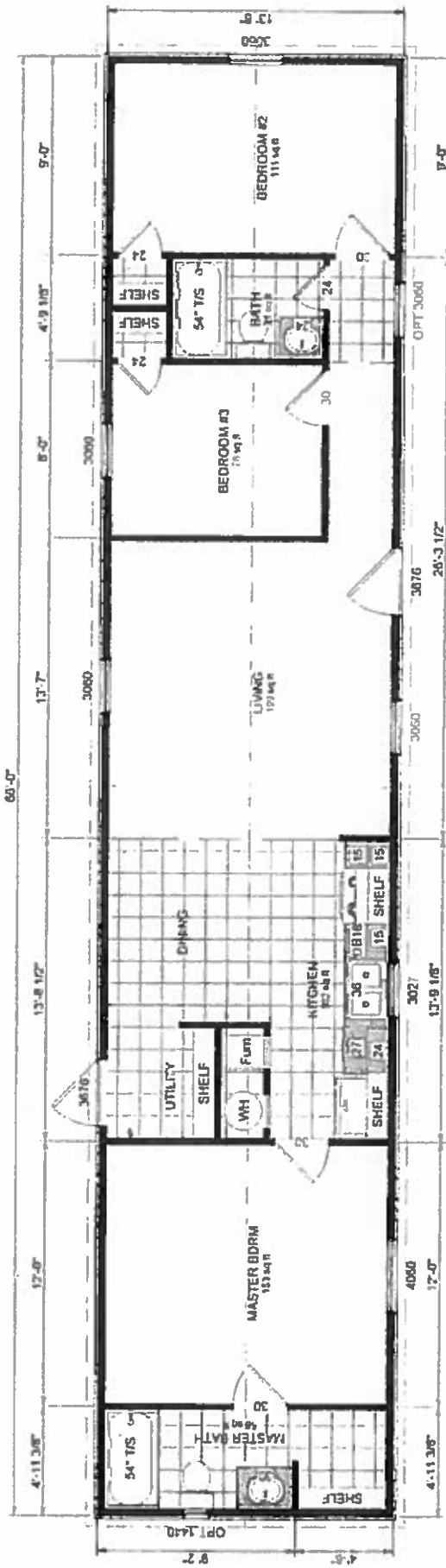
- No escutcheons anywhere with exception of toilet
- Black whirlpool electric range and 18 cu.ft. refer - Add \$415 for Dishwasher
- HEAT PUMP INCLUDED IN PRICE - 2 TON, FACTORY INSTALLED
- No shower rods
- Straight edge mirrors 24"X32" in bathrooms
- Matching valances in kitchen, living room and dining room only
- Arena carpet with tack strips/carpet bars
- Stick on wall mounted door stops

Customer Approval Signature

Date

Retailer Approval Signature

Date



MANUFACTURED HOME OFFER TO PURCHASE

Part A: Offer and Acceptance

[Read both pages of this document before signing.]

%This offer is dated December 4th, 2016 at Fredericksburg, Virginia

The Buyer(s) Edwin Eduardo Rodriguez

offers to purchase the Manufactured Home identified as 2017 Fleetwood Coronado Ultra 14663N

[Manufacturer, Year and Serial Number] located at 11530 Pine Needle Ct., Fredericksburg, VA 22407 If

accepted, this offer creates a legally enforceable contract. Both parties should read this document carefully before signing. It is understood that this is a personal property transaction and that no real estate is being transferred.

%Purchase Price: \$ 53,497.00 (Including VA Sales Tax of 3% and Title Fee of \$40)

%Earnest Money/Down Payment: \$ 5,000.00 accompanies this offer. Additional earnest money/down payment of \$ 0.00 will be paid within N/A days of acceptance and the balance will be paid in the form of either a certified or cashier's check at closing or balance will be from a Retail Installment Contract with Park Lane Finance Solutions. Failure of the Buyer to make earnest money payment(s)/deferred down payments as provided voids offer at Seller's option. Earnest money/ down payment shall be held by seller's agent until closing or distributed as permitted by law.

%Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate but identical copies of this offer.

%Delivery of documents will occur at the earliest convenience to one of the following:

1) Personal delivery to the party, 2) by fax transmission of the document or written notice to the following telephone number:

Buyer () Seller (540) 369-4129

3) by depositing the document or written notice postage paid in the U S Mail to the following address:

Buyer 5519 Bouda St., Fredericksburg, Va 22407

Seller 10500 Wakeman Dr., Suite 220, Fredericksburg, Va 22407

%Financing Contingency: This Offer is contingent upon Buyer being able to obtain a Conventional Charattel Mortgage [insert loan program or source] loan commitment as herein described, within 10 days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 45,397.00 for a term of not less than 20 years, amortized over not less than 20 years. The interest rate shall not exceed 9.99 %. Other _____

%Additional Provisions/Contingencies

Contract is contingent upon community lease approval

Contract is contingent upon satisfactory valuation report

%Occupancy of the Home shall be given to Buyer on date of final occupancy permit issuance If Seller is permitted to occupy the Home after closing. Seller shall prepay an occupancy charge of \$ N/A per day, which [shall] [shall not] (strike one) be refundable based upon actual occupancy.

%Taxes. The Home is subject to taxes described as mobile home lot rental fees personal property taxes (check one). Seller agrees to pay these taxes through the month in which the closing occurs and Buyer assumes responsibility for these taxes thereafter. These taxes are currently \$ 35.00 (est) per month and are payable to Spotsylvania County (Escrow) and lot rental is currently \$ 415.00 per month and is payable to Hedows of Fredericksburg.

%Prorations. Any unpaid rent, sewer, water, other utilities and taxes will be paid by seller prior to closing. The following additional items shall be prorated at closing:

No Prorations


%Good Faith & Acceptance. Seller and Buyer agree to act in good faith and use due diligence in completing the terms of this transaction. The agreement binds them and inures to the benefit of the parties and their successors. Seller and Buyer have read both sides of this document.

Edwin E Rodriguez (947-77-2786 SSN) _____ (_____ SSN)
Buyer's signature (Date 12/04/2016) Buyer's signature (Date _____)

This offer is hereby accepted, the warranties and representations made herein survive the closing. The undersigned agrees to sell the subject Home on the terms and conditions as set forth and acknowledges receipt of a copy of this Offer.

[Signature] (81-1449350 SSN) _____ (_____ SSN)
Seller's signature (Date 12/04/2016) Seller's signature (Date _____)

(continued on next page)

EDWIN RODRIGUEZ ALVAREZ RUTH PEREZ RODRIGUEZ 250 WINDSOR BLVD WYATTEVILLE MD 20786		128 12/04/2016 12/04/2016
PAY TO THE ORDER OF <u>ROBERT P. MORAS</u>		Date
<u>FIVE THOUSAND</u> ⁰⁰ / ₁₀₀		\$ <u>5,000.00</u> Dollars
 WACHOVIA Wachovia Bank, N.A. wachovia.com		
For <u>END 2017 FEEWARD</u>		<u>John J. Rodriguez</u> Signature
CD 880012016 10102035286620 0128		

Routing	Sequence #	Paid Date	Amount	Account	Serial	Capture Source
5500320	3886318859	12052016	\$5000.00	01010203528666	128	00010061

EDWIN RODRIGUEZ ALVAREZ RUTH N PEREZ RODRIGUEZ 8211 N ENGLEWOOD DR HYATTSVILLE, MD 20785		Sign 128 85-320/550 BRANCH 30005
PAY to the order of ROBERT P. MORRIS		DECEMBER 4, 2016 Date
FIVE THOUSAND & 00/100		\$ 5,000.00 Dollars
WACHOVIA Wachovia Bank, N.A. wachovia.com		
For EMD - 2017 FLEETWOOD		Philip E Rodriguez A
⑆055003201⑆1010203528666⑆0128		

3886318859

(540) 834 3454

[Handwritten signature]

Meadows
PARK

Meadows
of Fredericksburg

John P. Gianaris
MANAGER

11623 Meadows Park Dr.
Fredericksburg, VA 22407

Phone (540) 785-3880
Fax (540) 412-2686
meadowspark@comcast.net

this information is the people that
the movie house will install on
"MEADOWS PARK" by John P. Gianaris (MGR)

MHE, Inc.

**Manufactured Housing
Enterprises Inc.**

P.O. Box 5306
Charlottesville, VA 22905

A. Luke Foster

Regional Sales Manager
Registered Housing Specialist

Mobile: 919-332-1050
E-mail: lfoster@mhe-inc.biz
www.livewithmhe.com

INDUSTRY: THE CATON COMPANIES



Contact



We want to hear from you. You can contact us at the following address or phone number:

Virginia Manufactured and Modular Housing Association
8413 Patterson Avenue
Richmond, Virginia 23229
804.750.2500

Or, you can use the handy form below to contact us by email:

[ccl_form id="363"]

CLAIM — PROCESS —

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864-371-7163

Department of housing
& community

Virginia

DECODED

36: Housing

4.2: Manufactured Housing Licensing And Transaction Recovery Fund Law

Manufactured Housing Licensing And Transaction Recovery Fund Law

This is Chapter 4.2 of the Code of Virginia, titled "Manufactured Housing Licensing And Transaction Recovery Fund Law." It is part of Title 36, titled "Housing."

1 (/36/4.2/1/) Licensing Of Manufactured Housing Industry (/36/4.2/1/)

2 (/36/4.2/2/) Virginia Manufactured Housing Transaction Recovery Fund (/36/4.2/2/)

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Only a lawyer can provide legal advice. While every effort is made to keep all information up-to-date and accurate, no guarantee is made as to its accuracy.

Virginia

DECODED

36 Housing

4 2 Manufactured Housing Licensing And Transaction Recovery Fund Law

2 Virginia Manufactured Housing Transaction Recovery Fund

§ 36-85.32 Recovery from fund generally

§ 36-85.32

804-371-7000

Recovery from fund generally

Any person who suffers any loss or damage by any act of a regulant that constitutes a violation of this chapter shall have the right to institute an action to recover from the recovery fund. Upon a finding by the Board that a violation has occurred, the Board shall direct the responsible manufacturer, dealer, broker, or salesperson to pay the awarded amount to the claimant. If such amount is not paid within thirty days following receipt of the written decision of the Board and no appeal has been filed in court, the Board shall, upon request of the claimant, pay from the recovery fund the amount of the award to the claimant provided that:

1. The maximum claim of one claimant against the fund because of a single or multiple violations by one or more regulants shall be limited to \$ 40,000;
2. The fund balance is sufficient to pay the award;
3. The claimant has assigned the Board all rights and claims against the regulant; and
4. The claimant agrees to subrogate to the Board all rights of the claimant to the extent of payment.

The aggregate of claims against the fund for violations by any one regulant shall be limited by the Board to \$ 75,000 per manufacturer, \$ 35,000 per dealer, \$ 35,000 per broker, and \$ 25,000 per salesperson during any license period. If a claim has been made against the fund, and the Board has reason to believe there may be additional claims against the fund from other transactions involving the same regulant, the Board may withhold any payments from the fund involving such regulant for a period of not more than one year from the date on which the claimant is approved by the Board for an award from the fund. After this one-year period, if the aggregate of claims against the regulant exceeds the above limitations, said amount shall be prorated by the Board among the claimants and paid from the fund in proportion to the amounts of their awards remaining unpaid. The amount of damages awarded by the Board shall be limited to actual, compensatory damages and shall not include attorney's fees for representation before the Board.

History



Terence R. McAuliffe
Governor

Todd P. Haymore
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

William C. Shelton
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

4/12/17

Fleetwood Homes

Infinity Housing Solutions att: Robert Morris
10500 Wakeman Dr. Suite 220
Fredericksburg, VA 22407
B-2016-00006

SUBJECT: Manufactured Home Consumer Complaint
Complaint: Edwin Eduardo Rodriguez
Case #: D-2017-04

Mr. Morris,

The State Building Code Office (SBCO) has been designated by the Virginia Department of Housing and Community Development to enforce the Virginia Manufactured Housing Licensing and Transaction Recovery Fund Regulations (Regulations)

Attached for your review is a copy of a Manufactured Housing Complaint received by this office on 4/11/17 concerning non delivery of a new manufactured home.

Please note: All manufactured homes manufactured and/or sold after April 1, 1994, will be subject to the "Regulations".

Please review the complaint and advise this office of your Corrective Action Plan within twenty (20) days of the receipt of this letter.

Sincerely,

Skip Harper
Senior Construction Inspector II
State Building Code Office
skip.harper@dhcd.virginia.gov 804-371-7164



Virginia Department of Housing and Community Development | Partners for Better Communities
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7050 | Virginia Relay 7-1-1



THE



7010 1870 0001 7086 8008

55

NEXT

224072349-1N

04/25/17

RENDER FORWARD
TO RETURN
UNABLE TO
RETURN



Special Use

17/03/2017



Terence R. McAuliffe
Governor

Todd P. Haymore
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

William C. Shelton
Director

June 9th, 2017

Infinity Housing Solutions, Inc..
Mr. Robert Morris
10500 Wakeman Dr. Suite 220
Fredericksburg, VA 22407

**SUBJECT: Notice of Informal Fact-Finding Conference- Disciplinary
Virginia Manufactured Housing Board
Case Number: D, T-2017-04**

Dear Mr. Morris:

This letter constitutes a written Notice to you that the Virginia Manufactured Housing Board ("the Board") will conduct an Informal Fact-Finding Conference (IFF) regarding the above-referenced case, which involves alleged and/or suspected violations of Virginia's Manufactured Housing Licensing and Transaction Recovery Fund Regulations ("Regulations") by you. The IFF conference will be open to the public and will take place on Wednesday July 5th, 2017, in Conference Room #11-123 at the Department of Community Development, 600 East Main Street, Richmond, Virginia 23219-1321.

IFF conferences are provided for in § 2.2-4019 of the Code of Virginia and Title 13, § 6-20-190 of the Virginia Administrative Code. The IFF conference will provide an opportunity for the involved parties to come before a designee of the Board ("the presiding officer") to respond to questions concerning possible violations of the Regulations. It will also provide you the opportunity to present evidence that is relevant to the case including witness testimony, and legal argument on your behalf and/or through an attorney of your choice.

Based on information obtained by the State Building Codes Office (SBCO) from Mr. Edwin Rodriguez the IFF Conference is being initiated.



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June 9th, 2017
Case # D, T-2017-04
Page 2

It is not the practice of the Board or its staff to reschedule IFF conferences. Accordingly, you should plan to present your case on the scheduled date. If you do not appear at the IFF conference to exercise your right to be heard, the IFF conference can be conducted in your absence.

You are requested to bring a copy of this notice as well as any other relevant documentation you may have.

A SBCO Staff member will be present at the IFF conference and the testimony given during the IFF conference will be recorded. The recording and all other evidence presented during the IFF conference will form the Agency Record. Following the conclusion of the IFF conference, the presiding officer will prepare a summary of the IFF conference ("the Summary") which will include recommendations to the Board as to whether the evidence in the Agency Record indicates that any of the regulatory violations identified in the Report of Findings occurred, and what, if any, disciplinary action should be imposed by the Board.

In lieu of the Summary, the presiding officer may discuss a settlement with you. If you agree to settle this case, then a Consent Order will be prepared for you to sign. The Consent Order will be submitted to the Board for consideration at the next available Board meeting. The Board may except or reject the Consent Order, but, cannot modify it without your approval.

In the absence of a settlement of this case, the presiding officer will forward the agency record and the summary to the Board for further action in conformity with the Regulations and the Administrative Process Act (APA). You will receive prior written notice of the time and place of any further proceedings related to this case and the procedures applicable thereto.

Persons desiring to participate in the IFF conference and requiring special accommodations or interpretive services should contact the Department of Housing and Community Development (DHCD) at (804) 371-7150. The Department of Housing and Community Development fully complies with the Americans with Disabilities Act.

Please contact me by email at skip.harper@dhcd.virginia.gov or by phone at 804-371-7164 within ten (10) days from receipt of this Notice to confirm that you will attend the IFF conference.

June 9th, 2017
Case # D, T-2017-04
Page 3

Sincerely,

A handwritten signature in black ink, appearing to read "Skip Harper", written over the word "Sincerely,".

Skip Harper
Senior Construction Inspector II
State Building Code Administrative Office

cc: Edwin Rodriguez
5519 Bonds St
Fredericksburg, VA 22407



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT
Main Street Centre
600 East Main Street, Suite 300
Richmond, Virginia 23219

7010 1870 0001 7086 8206



GENERAL MAIL

6211

Mr. Robert Morris
c/o Infinity Housing Solutions, Inc.
10500 Wakeman Drive. Ste 300
Fredericksbu NIXIE

06/15/17

224072307-1N

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MANUFACTURED HOUSING BOARD

IFF Conference RE: Edwin Rodriguez

v

CASE # D,T – 2017-04

Infinity Housing Solutions (Robert Morris)

Complete transcript of the Informal Fact Finding Conference in the above matter was heard on July 5th, 2017 before Skip Harper, Designee of the Manufactured Housing Board, at the Department of Housing and Community Development, 600 East Main Street, Suite 300, Richmond Virginia 23219. The IFF Conference was convened at 9:00 am as a telephone conference call and only Edwin and Haylin Rodriguez were on the call.

IFF Hearing Script

Good morning! Today is July 5th, 2017 and my name is Skip Harper, a designee of the Virginia Manufactured Housing Board from the Department of Housing and Community Development. This is an Informal Fact-Finding Conference designed to allow me to gather information and documents from the parties involved in Case Number D, T-2017-04

Holding these conferences is provided for in §2.2-4019 and §2.2-4021 of the Administrative Process Act of the Code of Virginia. I will be the individual presiding over this conference.

Notice of the conference was sent to Mr. Morris via certified mail return receipt on 6/9/17 and was returned undeliverable on 6/15/17. A copy was sent US Mail to Mr. Rodriguez on 6/9/17 as well.

This meeting was originally scheduled to be held in the DHCD office but since we were not able to contact Mr. Robert Morris the IFF will be done over the telephone. I have requested, in order to assist Mr. Rodriguez that his daughter Haylin Rodriguez be present during the call to assist in clarifying anything Mr. Rodriguez may not understand, and both Haylin and Mr. Rodriguez agreed.

During the course of this conference, I will listen to the information and review documents presented that are relevant to the case. I may ask questions or ask that you send additional information to me after the conference has concluded. After gathering all relevant information, including any that I have requested be sent after the conference, I will review the information and then develop a recommendation to be submitted to the Board regarding this case. My recommendation will be presented before the full Board for their decision during the next regular meeting of the Board.

You will be notified in writing of my recommendation to the Board and be given an opportunity to provide comments to the Board prior to and/or during the full Board meeting. This call is being recorded to create a transcribed record of the conference.

Skip Harper-Does everyone understand the procedures I have outlined? YES

Skip Harper-Will the complainant please state his name? **Edwin Eduardo Rodriguez**

Skip Harper-How did you meet Mr. Morris initially? **I found infinity home solutions on the internet and contacted Mr. Morris from that source. I have a friend who bought a mobile home from him and he told me Mr. Morris was a good person. I called him (Mr. Morris) to see what I needed to buy the mobile home. I meet him at 6 O'clock and he told me he needed permission to check my records and he needed to see a pay check stub along with my wife's and check some other stuff and he would be back in touch with me. He called me 2 days later and said everything looks fine and come back buy my office so we can discuss what home to order from the factory. I did and he told me to wait a couple of days to make sure we can get that home from the factory.**

Skip Harper-Were you able to view homes at his office? **No only on the internet**

Skip Harper-The complaint includes a form indicating the home will be a Coronado 2017 Factory Select Standards sheet which includes options to choose from. Was it your expectation that this home was going to be brand new and never lived in before?

Yes

Skip Harper-How long were you told it would be before the home was set in the park? **I signed the contract on December 4th, 2016 and was told it will take 4 weeks to get the home. The contract I signed said we would close on Jan 31st, 2017.**

Skip Harper-On December 4th, 2016 you entered into a contract with Mr. Morris, put down \$5000.00 as documented in the complaint, and in that contract it states the contract will be closed on or before January 31, 2017. Were you contacted by Mr. Morris at any time advising you of a different closing date? **On January 9th, 2017 Morris called me and said someone with the same last name got the home but I have a couple of others to choose from and I said no I want the house I put down a deposit on.**

Skip Harper-The complaint lists dates where you tried contacting Mr. Morris and those dates are January 12, 2017, January 30, 2017, February 1, 2017 and February 4, 2017. Were you able to speak to Mr. Morris on any of those dates? **No**

Skip Harper-Do either of you have any other questions?

Mr. Rodriguez asked if I have spoken to Mr. Morris and I replied no.

Haylin Rodriguez asked if Mr. Rodriguez needs to attend the board meeting.

Skip Harper-No however I strongly encourage him to attend.

Mr Rodriguez asked if I know where the home is that was ordered for him.

Skip Harper-No

Mr. Rodriguez asked if I have contacted Park Lane finance.

Skip Harper-No.

Thank you for your time and I will follow up and send you a copy of my report to the board.

Harper, Skip(DHCD)

From: Charles Carey <CCarey@Spotsylvania.va.us>
Sent: Thursday, August 03, 2017 9:56 AM
To: Harper, Skip(DHCD)
Subject: RE: Fraud

Good Morning Sir,

The incident report number is accurate and has been assigned to Det. A. Johnson, who is currently investigating the matter. An official copy of the report can not be released at this point. If you only need confirmation that a report was filed, we are able to provide you with a redacted confirmation report. If you need case specific information for the hearing in front of the housing board, you can reach out to Det. Johnson at 540-507-7104 or ajohnson@spotsylvania.va.us

From: Harper, Skip(DHCD) [<mailto:Skip.Harper@dhcd.virginia.gov>]
Sent: Thursday, August 03, 2017 7:49 AM
To: Charles Carey
Subject: RE: Fraud

Good Morning Lieutenant Carey

In speaking with Haylin Rodriguez she has informed me that a police report was filed and she provided me with this case number. (17-065172)

Is it possible for you confirm this? Is it possible to get a copy of the report so I may add it into the case that will be heard in front of the manufactured housing board later this month?

Any assistance would be appreciated.

Respectfully,

Skip Harper/MCP
Senior Construction Inspector II
State Building Codes Office
Division of Building and Fire Regulation
Department of Housing and Community Development
600 E. Main St
Richmond, VA. 23219
804-371-7164

From: Charles Carey [<mailto:CCarey@Spotsylvania.va.us>]
Sent: Friday, July 07, 2017 12:09 PM
To: Harper, Skip(DHCD)
Cc: Debbie Bird
Subject: Fraud

Mr. Harper,

I received an email from Fredericksburg PD in reference to a citizen who may have fallen victim to a fraud. If this victim is a local resident, we typically require them to meet in person with a Deputy in order to file an official report. If there are extenuating circumstances where the victim is not available to meet in person with a deputy, we may take the

report via telephone. Please have the victim contact the Spotsylvania County Sheriff's Office dispatch center at 540-582-7115.

Infinity Housing Solutions
10500 Wakeman Drive Suite 220
Fredericksburg, VA 22407



Lieutenant C.A. Carey
Criminal Investigation Division
Spotsylvania Sheriff's Office
9119 Dean Ridings Ln.
Spotsylvania, VA 22553
Office: 540-507-7188
Cell: 540-288-7268

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This email was Malware checked by UTM 9. <http://www.sophos.com>



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Governor

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COMMONWEALTH of VIRGINIA

William C. Shellon
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

REPORT OF FINDINGS DISCIPLINARY

BOARD: Virginia Manufactured Housing Board

DATE: August 3rd, 2017

CASE NUMBER: D-2017-04

RESPONDENT: Infinity Housing Solutions; Robert Morris

LICENSE NUMBER: D-2009-00163

EXPIRATION: Broker License expired: B-2016-00006 Expired 4/20/17

SUBMITTED BY: Skip Harper

Based upon the analysis and/or investigation of this matter, there is probable cause to believe the respondent has committed the following violation(s) of the Code of Virginia and/or the Board's regulations:

BACKGROUND:

According to documents received in the SBCO on April 12th, 2017 the following was discovered:

1. Complaint received on April 12th, 2017 from Edwin Rodriguez stating he has a contract to deliver a new manufactured home and has never gotten the home.
- 2) Sales contract dated December 4th, 2016 for the total amount of \$53,497 with a \$5,000.00 deposit.
- 3) The \$5,000.00 check was cashed on December 5th, 2016
- 4) To date Mr. Rodriguez has not received his home nor has he been able to contact Robert Morris.

BOARD REGULATION:

13 VAC 6-20-170. Prohibited conduct; grounds for denying, suspending or revoking license.

A. The following act's by the regulant are prohibited:

- Item 1 13 VAC 6-20-170 (A) (1) Engaging in business as a manufactured home manufacturer, dealer or broker without first obtaining a license from the board.



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- Item 2 13 VAC 6-20-170 (A) (7) Knowingly failing or refusing to account for or pay over money or other valuables belonging to others which have come into the regulant' s possession due to the sale of a manufactured home.
- Item 3 13 VAC 6-20-170 (A) (10) Defrauding any buyer to the buyer's damage, and any other person in the conduct of the regulant' s business.

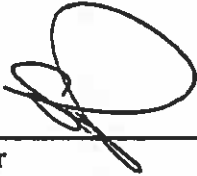
RECOMMENDATION:

Based upon the evidence the following fines are recommended regarding the prohibited conduct as outlined above by Mr. Robert Morris.

Item # 1 \$2000.00
Item # 2 \$2000.00
Item # 3 \$2000.00

Furthermore I am recommending that Mr. Robert P. Morris be denied licensure from the board indefinitely.

By: _____



Skip Harper
Designee for the Manufactured Housing Board

Date: _____

8/3/17



Terence R. McAuliffe
Governor

Todd P. Haymore
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

William C. Shelton
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

REPORT OF FINDINGS TRANSACTION RECOVERY

BOARD: Virginia Manufactured Housing Board

DATE: August 3rd, 2017

CASE NUMBER: T-2017-04

RESPONDENT: Infinity Housing Solutions; Robert Morris

LICENSE NUMBER: D-2009-00163

EXPIRATION: Broker License expired: B-2016-00006 Expired 4/20/17

SUBMITTED BY: Skip Harper

Based upon the analysis and/or investigation of this matter, there is probable cause to believe the respondent has committed the following violation(s) of the Code of Virginia and/or the Board's regulations:

BACKGROUND:

According to documents received in the SBCO on April 12th, 2017 the following was discovered:

1. Complaint received on April 12th, 2017 from Edwin Rodriguez stating he has a contract to deliver a new manufactured home and has never gotten the home.
- 2) Sales contract dated December 4th, 2016 for the total amount of \$53,497 with a \$5,000.00 deposit.
- 3) The \$5,000.00 check was cashed on December 5th, 2016
- 4) To date Mr. Rodriguez has not received his home nor has he been able to contact Robert Morris.

BOARD REGULATION:

13 VAC 6-20-170. Prohibited conduct; grounds for denying, suspending or revoking license.

A. The following act's by the regulant are prohibited:

- Item 1 13 VAC 6-20-170 (A) (7) knowingly failing or refusing to account for or pay over money or other valuables belonging to others which have come into the regulant's possession due to the sale of a manufactured home.



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Item 2 13 VAC 6-20-170 (A) (10) Defrauding any buyer to the buyer's damage,
and any other person in the conduct of the regulant' s business.

RECOMMENDATION:

Based upon the evidence my recommendation is for the board to reimburse Mr. Rodriguez \$5,000.00
from the transaction recovery fund.

By: _____

Skip Harper
Designee for the Manufactured Housing Board

Date: _____

8/3/17

MANUFACTURED HOUSING & LICENSING PROGRAM

[License Home](#)[New User](#)[Renewal Notices](#)[Manage Leader](#)[Reports](#)[IB-Seals Program](#)

Personal Information

First Name *:	<input type="text" value="Robert"/>	Mdl.Intl. <input type="text" value="P"/>	Primary Company *:	<input type="text" value="Infinity Housing Solutions, Inc."/>
Last Name *:	<input type="text" value="Morris"/>		FEIN:	<input type="text" value="453652812"/>
Gender *:	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		Work Phone *:	<input type="text" value="540"/> - <input type="text" value="220"/> - <input type="text" value="1722"/>
Date of Birth:	<input type="text" value="4/12/1977"/>		Title:	<input type="text" value="President/CEO"/>
Drivers' License Number/SSN:	<input type="text" value="T62001645"/>		Home Mailing Address:	<input type="text" value="8718 Jenny Ln."/>
Secret Question:	<input type="text" value="What is the place you were born?"/>	<input type="text" value="v"/>	City:	<input type="text" value="Fredericksburg"/>
Secret Answer:	<input type="text" value="Richmond"/>		State:	<input type="text" value="VA"/> <input type="text" value="v"/> Zip: <input type="text" value="22407"/> - <input type="text" value=""/>
Email *:	<input type="text" value="sales@infinityhousing.us"/>		Company Address 1*:	<input type="text" value="10500 Wakeman Dr Ste 220"/>
Home Phone *:	<input type="text" value="540"/> - <input type="text" value="220"/> - <input type="text" value="1722"/>		Company Address 2:	<input type="text" value="Suite 220"/>
Cell Phone:	<input type="text" value="540"/> - <input type="text" value="220"/> - <input type="text" value="1722"/>		City *:	<input type="text" value="Fredericksburg"/>
Personal Email:	<input type="text" value=""/>		State *:	<input type="text" value="VA"/> <input type="text" value="v"/> Zip *:
Is Administrator:	<input type="checkbox"/>			<input type="text" value="22407"/> - <input type="text" value=""/>

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MANUFACTURED HOUSING & LICENSING PROGRAM


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[Manage Leader](#)
[Reports](#)
[10-Sale Program](#)

Customer Information:

Customer Name: Robert Morris Work Address: 10500 Wakeman Dr Ste 220, Fredericksburg, VA 22407
 Work Number: (540) 220-1722 Home Address: 8718 Jenny Ln, Fredericksburg VA 22407
 Email: sales@infinityhousing.us

License Registration Information:

License Type*: ☒ Broker ☐ Dealer ☐ Manufacturer ☐ Salesperson ☐ Special Licensing

Sub Type*: ☒ Initial (New) ☐ Renewal ☐ Reinstatement

Total Amount: \$700.00

Full Name of Applicant:

Email of Applicant:

Full Name of Business*:

Federal Identification #:

Physical Address of Business*:

Address 2:

City*:

State*: Zipcode*:

Phone at Business*:

☐ Same as Physical Address

Mailing Address*:

State*: Zipcode*:

City*:

Person In Charge Name*:

Person In Charge Title*:

Business Hours*:

Incorporation State*:

List full names of all employed salespersons along with a full physical description to include date of birth, sex, height, weight, hair color and eye color and [click on the green button to add them](#)

Full Name*	Date of Birth	Sex	Weight	Height	Eye Color	Hair Color
<input type="text"/>	<input type="text"/>	<input type="text" value="Male"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Robert P. Morris	04/12/1977	Male	200	5'11"	Bm	Bm

List all owners, officers and/or partners, their percentage of ownership, titles, telephone numbers and mailing addresses and [click on the green button to add them](#)

First Name*	Last Name*	Type	Ownership %*	Title*	Phone #	Mailing Address	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text" value="Owner"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="VA"/>	<input type="text"/>
Robert	Morris	Owner	100	President	5402201722				

List the name and license numbers for any other business locations owned and/or operated by your company that are currently licensed by the Virginia Manufactured Housing Board and [click on the green button to add them](#)

Full Name*	License #*
<input type="text"/>	<input type="text"/>
+	

Please attach proof of the following (photographs of required information is acceptable):

1. Verification of a business office with all utilities and business phone along with the location where required records are maintained.
2. Verification of a permanent business sign in view of public traffic, bearing the name of the business.
3. A copy of the current certificate of registration from the Motor Vehicle Dealer Board (RENEWALS ONLY).
4. True copy of the Written Disclosure provided to the buyer upon the receipt of any monies alerting the buyer to actual damages that may be accessed by the dealer for failure to take delivery of the home as purchased.

1. [Lease Pg1&Sig@Utility\(Verizon\)201628201252.pdf](#) [X](#)

2. [DHCD Collage201628201252.jpg](#) [X](#)

3. [Limitation Of Damages Disclosure201628201252.pdf](#) [X](#)

4. [Browse...](#)

Answer questions below. If you answer "yes" to any questions, please explain the circumstance(s) from start to finish in the text box (include names, dates, and court jurisdictions):

A*. Have you ever been issued any license by the Virginia Manufactured Housing Board that you have conducted business under during the last five years?

☒ Yes ☐ No If yes, provide Lic# and issued date:

B*. Have you ever been refused a license to sell manufactured homes or had a license suspended or revoked?

☐ Yes ☒ No If yes, explain

C*. Have you ever been convicted of a felony?

☐ Yes ☒ No If yes, explain

D*. Have you ever been convicted of any fraudulent or criminal act in connection with the business of selling manufactured homes?

☐ Yes ☒ No If yes, explain

E*. Have you ever been convicted of larceny or receipt or sale of stolen property?

☐ Yes ☒ No If yes, explain[Delete](#)**License Processing Information:**License Number: **8-2016-00008** License Status*: **Active** Issue On: **04/21/2016** Expire On: **04/20/2017**Amount*: **\$700.00** Pay Status*: **Paid** Payment Type*: ☐ Cash ☐ Check ☒ Credit CardVBCOA Region: **Region 4** License ID: **6378**Notes: **DO NOT RENEW-PENDING BOARD ACTION-SKIP-7/27/17**

Additional Document:

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TAB 4

**DHCD
VA Manufacturing Housing
Transaction Recovery Fund
Cash Balance as of Aug 3, 2017
Project 70999**

BEG BALANCE		662,392.02
REVENUE	<u>7,625.00</u>	
INTEREST EARNED	<u></u>	
BUDGET REDUCTION	<u></u>	
EXPENDITURES	<u>0.00</u>	
INCOME/ (LOSS)		<u>7,625.00</u>
ENDING BALANCE		<u>670,017.02</u>

**DHCD
VA Manufacturing Housing
Transaction Recovery Fund
Cash Balance as of Aug 3, 2017
Project 70999**

BEG BALANCE		662,392.02
REVENUE	<u>7,625.00</u>	
INTEREST EARNED	<u></u>	
BUDGET REDUCTION	<u></u>	
EXPENDITURES	<u>0.00</u>	
INCOME/ (LOSS)		<u>7,625.00</u>
ENDING BALANCE		<u>670,017.02</u>

DHCD
VA Manufacturing Housing
Transaction Recovery Fund
Cash Balance as of Aug 3, 2017
Project 70999

BEG BALANCE		662,392.02
REVENUE	<u>7,625.00</u>	
INTEREST EARNED	<u></u>	
BUDGET REDUCTION	<u></u>	
EXPENDITURES	<u>0.00</u>	
INCOME/ (LOSS)		<u>7,625.00</u>
ENDING BALANCE		<u><u>670,017.02</u></u>

**DHCD
VA Manufacturing Housing
Transaction Recovery Fund
Cash Balance as of Aug 3, 2017
Project 70999**

BEG BALANCE		662,392.02
REVENUE	<u>7,625.00</u>	
INTEREST EARNED	<u></u>	
BUDGET REDUCTION	<u></u>	
EXPENDITURES	<u>0.00</u>	
INCOME/ (LOSS)		<u>7,625.00</u>
ENDING BALANCE		<u>670,017.02</u>

DHCD

VA Manufacturing Housing

Transaction Recovery Fund

Cash Balance as of Aug 3, 2017

Project 70999

BEG BALANCE		662,392.02
REVENUE	<u>7,625.00</u>	
INTEREST EARNED	<u></u>	
BUDGET REDUCTION	<u></u>	
EXPENDITURES	<u>0.00</u>	
INCOME/ (LOSS)		<u>7,625.00</u>
ENDING BALANCE		<u><u>670,017.02</u></u>

TAB 5

June 20, 2017 Board revision of Section 13VAC6-20-170, item #23

23. Failure to perform a written contract between the regulant and the seller or buyer that contains the following minimum requirements:
- a. A statement of the total cost of the contract and the amounts including specific statement on the cost of the home, any additional costs for work to be performed and the amount of the down payment, taxes and titling fees.
 - b. A listing of specific materials and work to be performed and who is to supply the materials ~~or~~ **and** perform that work.
 - c. Contract to identify the business name as shown on the license issued per these regulations ~~to~~ **and** include the address and the phone number of the business.
 - d. Specify the make and model of the home.
 - e. Specify if the home is new or used.
 - f. Specify the length and width of the home as defined by the HUD Standards.
 - g. Specify the date of manufacturer and the serial number, except when the home is specially ordered from the manufacturer for the buyer, **and this information is not known.**

Changes to the Regulations

Pg. 1	Add definition of “Date of Delivery”
Pg. 4	Manufacturer license – Delete biography information i.e. “height and weight”
Pg. 5	Replace DMV with “Virginia Motor Vehicle Board” (MVDB)
Pg. 5 & 6	Dealer license – Delete biography information
Pg. 6	Replace DMV with MVDB
Pg. 6	Replace “noncompliance” with “defect”
Pg. 6	Delete the words – “items of furniture”
Pg. 7	Replace DMV with MVDB
Pg. 8	Brokers license – Delete biography information
Pg. 8	Replace DMV with MVDB
Pg. 11	Add violation – “Failure to perform written contract”
Pg. 12	Add violation – “Provide statement regarding retention of deposit”
Pg. 12	Add violation – “Provide dispute resolution language”
Pg. 12	Replace DMV with MVDB
Pg. 20	Delete “Date of delivery sentence” regarding warranties
Pg. 24	Delete repetitive sentence “The amount of damage to be awarded to the claimant”

VIRGINIA MANUFACTURED HOUSING LICENSING AND TRANSACTION RECOVERY FUND REGULATIONS

From the Virginia Code Commission Database on October 20, 2015

13VAC6-20-10. Definitions.

Part I. General

The following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise.

"Board" means the Virginia Manufactured Housing Board.

"Buyer" means the person who purchases at retail from a dealer or manufacturer a manufactured home for personal use as a residence or other related use.

"Claimant" means any person who has filed a verified claim under Chapter 4.2 (§ 36-85.16 et seq.) of Title 36 of the Code of Virginia.

"Code" means the appropriate standards of the Virginia Uniform Statewide Building Code and the Manufactured Home Safety Regulations adopted by the Board of Housing and Community Development and administered by the Department of Housing and Community Development pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC § 5401 et seq.) for manufactured homes.

"Controlling financial interest" means the direct or indirect ownership or control of a firm.

"Date of Delivery" means the date on which all terms or conditions of the sales contract agreed to or required of the regulant have been completed.

"Dealer/manufacture sales agreement" means a written contract or agreement between a manufactured housing manufacturer and a manufactured housing dealer whereby the dealer is granted the right to engage in the business of offering, selling, and servicing new manufactured homes of a particular line or make of the stated manufacturer of such line or make. The term shall include any severable part or parts of such sales agreement which separately provides for selling or servicing different lines or makes of the manufacturer.

"Defect" means any deficiency in or damage to materials or workmanship occurring in a manufactured home which has been reasonably maintained and cared for in normal use. The term also means any failure of any structural element, utility system or the inclusion of a component part of the manufactured home which fails to comply with the Code.

"Department" means the Department of Housing and Community Development.

"Director" means the Director of the Department of Housing and Community Development, or his designee.

"Fund" or "recovery fund" means the Virginia Manufactured Housing Transaction Recovery Fund.

"HUD" means the United States Department of Housing and Urban Development.

"Imminent safety hazard" means a hazard that presents an imminent and unreasonable risk of death or severe personal injury that may or may not be related to failure to comply with an applicable federal manufactured home construction or safety standard.

"Licensed" means the regulant has met all applicable requirements of this chapter, paid all required fees, and been authorized by the board to manufacture or offer for sale or sell manufactured homes in accordance with this chapter.

"Manufactured home" means a structure constructed to federal standards, transportable in one or more sections, which, in the traveling mode is eight feet or more in width and is 40 feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

"Manufactured home broker" or "broker" means any person, partnership, association or corporation, resident or nonresident, who, for compensation or valuable consideration, sells or offers for sale, buys or offers to buy, negotiates the purchase or sale or exchange, or leases or offers to lease used manufactured homes that are owned by a party other than the broker.

"Manufactured home dealer" or "dealer" means any person engaged in the business of buying, selling or dealing in manufactured homes or offering or displaying manufactured homes for sale in Virginia. Any person who buys, sells, or deals in three or more manufactured homes in any 12-month period shall be presumed to be a manufactured home dealer. The terms "selling" and "sale" include lease-purchase transactions. The term "manufactured home dealer" does not include banks and finance companies that acquire manufactured homes as an incident to their regular business.

"Manufactured home manufacturer" or "manufacturer" means any persons, resident or nonresident, who manufacture or assemble manufactured homes for sale in Virginia.

"Manufactured home salesperson" or "salesperson" means any person who for compensation or valuable consideration is employed either directly or indirectly by, or affiliated as an independent contractor with, a manufactured home dealer to sell or offer to sell; or to buy or offer to buy; or to negotiate the purchase, sale or exchange; or to lease or offer to lease new or used manufactured homes.

"New manufactured home" means any manufactured home that (i) has not been previously sold except in good faith for the purpose of resale, (ii) has not been previously occupied as a place of habitation, (iii) has not been previously used for commercial purposes such as offices or storage, and (iv) has not been titled by the Virginia Department of Motor Vehicles and is still in the possession of the original dealer. If the home is later sold to another dealer and then sold to a consumer within two years of the date of manufacture, the home is still considered new and must continue to meet all state warranty requirements. However, if a home is sold from the original dealer to another dealer and it is more than two years after the date of manufacture, and it is then sold to a consumer, the home must be sold as "used" for warranty purposes. Notice of the "used" status of the manufactured home and how this status affects state warranty requirements must be provided, in writing, to the consumer prior to the closing of the sale.

"Person" means any individual, natural person, firm, partnership, association, corporation, legal representative, or other recognized legal entity.

"Regulant" means any person, firm, corporation, association, partnership, joint venture, or any other legal entity required by Chapter 4.2 (§ 36-85.16 et seq.) of Title 36 of the Code of Virginia to be licensed by the board.

"Regulations" or "these regulations" means the Virginia Manufactured Housing Licensing and Transaction Recovery Fund Regulations.

"Reinstatement" means having a license restored to effectiveness after the expiration date has passed or license has been revoked or not renewed by the board.

"Relevant market area" means the geographical area established in the dealer/manufacturer sales agreement and agreed to by both the dealer and the manufacturer in the agreement.

"Renewal" means continuing the effectiveness of a license for another period of time.

"Responsible management" means the following individuals:

1. The sole proprietor of a sole proprietorship;
2. The partners of a general partnership;

3. The managing partners of a limited partnership;
4. The officers of a corporation;
5. The managers of a limited liability company;
6. The officers or directors of an association or both; and
7. Individuals in other business entities recognized under the laws of the Commonwealth as having a fiduciary responsibility to the firm.

"Responsible party" means a manufacturer, dealer, or supplier of manufactured homes.

"Set-up" means the operations performed at the occupancy site which render a manufactured home fit for habitation. Such operations include, but are not limited to, transportation, positioning, blocking, leveling, supporting, anchoring, connecting utility systems, making minor adjustments, or assembling multiple or expandable. Such operations do not include lawful transportation services performed by public utilities operating under certificates or permits issued by the State Corporation Commission.

"Standards" means the Federal Manufactured Home Construction and Safety Standards adopted by the U.S. Department of Housing and Urban Development.

"Statement of Compliance" means the statement found on the initial license application and on the renewal application, that the regulant licensed by the board will comply with the Manufactured Housing Licensing and Transaction Recovery Fund Law, this chapter and the orders of the board.

"Substantial identity of interest" means (i) a controlling financial interest by the individual or corporate principals of the manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed for cause by the board or (ii) substantially identical principals or officers as the manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed for cause by the board.

"Supplier" means the original producers of completed components, including refrigerators, stoves, water heaters, dishwashers, cabinets, air conditioners, heating units, and similar components, and materials such as floor coverings, paneling, siding, trusses, and similar materials, which are furnished to a manufacturer or a dealer for installation in the manufactured home prior to sale to a buyer.

"Used manufactured home" means any manufactured home other than a new home as defined in this section.

"Warranty" means any written assurance of the manufacturer, dealer or supplier or any promise made by a regulant in connection with the sale of a manufactured home that becomes part of the basis of the sale. The term "warranty" pertains to the obligations of the regulant in relation to materials, workmanship, and fitness of a manufactured home for ordinary and reasonable use of the home for the term of the promise or assurance.

13VAC6-20-20. License Required; Annual Renewal.

Part II. Licenses

Article 1. Manufacturers

A. Each manufacturer located in or outside of the Commonwealth delivering in or shipping into the Commonwealth manufactured homes for sale, shall apply to the board for a license. The license shall be displayed at the place of business in a conspicuous place accessible to the public. The license shall be issued for a term of one year from the date of issuance.

B. Each licensed manufacturer shall apply for license renewal annually, by application and accompanied by the required fee. Applicants for license renewal shall meet all the criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed manufacturer's renewal form and appropriate fee within 30 days of the license expiration date, the manufacturer shall be required to reinstate the license according to the terms and conditions of Article 8 (13VAC6-20-201 et seq.) of this part.

D. For licensing purposes, a manufacturer operating more than one manufacturing facility shall have each location treated as a separate entity and shall adhere to all requirements for manufacturer licensing at each location, including posting a license at each location. Multiple production lines at one site shall be considered as a single facility for licensing purposes under the following conditions:

1. All production lines at that site are identified by the parent company with the same name, address and plant number.
2. All production lines at that site are under the same general and production management.
3. All production lines at that site are identified by the same Federal Identification Number (FIN) for tax purposes.

13VAC6-20-30. Application for Licensing; Renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be furnished by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13VAC6-20-420 A 1.
2. Licensing fee required by 13VAC6-20-200 A 1.
3. Copy of the manufacturer's homeowner and installation manual or manuals.
4. Statement of Compliance.
5. List of salespeople licensed in Virginia. ~~with the following biographical information for each:~~

~~Date of birth~~
~~Sex~~
~~Weight~~
~~Height~~
~~Eye/hair color~~

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13VAC6-20-200 A 2.
2. If revised, a copy of the revised homeowner and installation manual or manuals.
3. Statement of Compliance.
4. Updated list of salespeople employed.

13VAC6-20-40. Statement of Compliance.

The Statement of Compliance shall be signed by the person or responsible officer having full authority to commit his firm to the conditions of compliance and shall not be transferable. Violation of the Statement of Compliance is ground for suspension of the license.

13VAC6-20-50. License Required; Annual Renewal.

Article 2. Dealers

A. Any person located in or outside of the Commonwealth buying or selling or offering or displaying manufactured homes for sale in Virginia and meeting the definition of a dealer in 13VAC6-20-10 shall apply to the board for a license. The license shall be displayed in a conspicuous place accessible to the public in the office of the business location. The license shall be issued for a term of one year from the date of issuance.

B. Each licensed dealer shall apply for license renewal annually, by application and accompanied by the required fee. Applicants for license renewal shall meet all the criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed dealer's renewal form and appropriate fee within 30 days of the license expiration date, the dealer shall be required to reinstate the license according to the terms and conditions of Article 8 (13VAC6-20-201 et seq.) of this part.

D. For licensing purposes, a dealer operating more than one retail location shall have each location treated as a separate entity and shall adhere to all requirements for dealer licensing including posting a license at each location.

E. Each dealer licensed under this chapter shall also obtain a certificate of dealer registration from the ~~Virginia Department of Motor Vehicles~~ Virginia Motor Vehicle Dealer Board (MVDB). The certificate of registration shall be renewed annually and shall be maintained in effect with the ~~Department of Motor Vehicles~~ MVDB as long as the dealer is licensed under this chapter.

13VAC6-20-60. Application for Licensing; Renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be furnished by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13VAC6-20-420 A 2.

2. Licensing fee required by 13VAC6-20-200 A 3.

3. Statement of Compliance.

4. Verification of a business office with all utilities, including a business telephone, and where the required business records are maintained.

5. Verification of a permanent business sign, in view of public traffic, bearing the name of the firm.

6. List of salespeople employed, ~~with the following biographical information for each:~~

Date of Birth
Sex
Weight
Height
Eye/hair color

7. Name of the owner, principal, manager, agent or other person designated as the holder of the dealer's license for the specific location and the names of other partners or principals in the dealership.

Photographs of the front of the business office and required sign may be considered as verification required by this subsection.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13VAC6-20-200 A 4.
2. Statement of Compliance.
3. Notification of any significant changes to the office or the business sign.
4. Updated list of salespeople employed.
5. Any changes of officers or directors of the company or corporation.
6. A copy of the dealer's current certificate of registration from the ~~Department of Motor Vehicles~~ MVDB.

D. Any change in the form of ownership of the dealer or any changes (deletions or additions) in the partners or principals of the dealer shall be submitted to the board with an application and fee for a new license. If the new owner or owners assume the liabilities of the previous owner or owners, then a new recovery fund assessment is not required. New recovery fund assessments shall be required when the new owner or owners do not assume the liabilities of the previous owner or owners. The board shall be notified immediately by the dealer of any change in the operating name of the dealer. The director shall endorse the change on the license without requiring an additional fee. The board shall be notified immediately by the dealer of any change in the location of the dealer. The dealer shall pay a fee of \$50 for the change of location on the license, but shall not be required to pay an additional assessment to the recovery fund for the change of location only.

13VAC6-20-70. Statement of Compliance.

The Statement of Compliance shall be signed by the person or responsible officer having full authority to commit the dealer to the conditions of compliance and shall not be transferable. Violation of the Statement of Compliance is ground for suspension of the license.

13VAC6-20-80. Dealer Responsibility for Inspections; Other Items.

A. The dealer shall inspect every new manufactured home unit upon delivery from a manufacturer. If a dealer becomes aware of a noncompliance or an imminent safety hazard in a manufactured home, the dealer shall contact the manufacturer, provide full information concerning the problem, and request appropriate action by the manufacturer. No dealer shall sell a new manufactured home if he becomes aware that it contains a ~~noncompliance~~ defect or an imminent safety hazard.

B. The dealer shall inspect every new manufactured home unit prior to selling to determine that all ~~items of furniture,~~ appliances, fixtures and devices are not damaged and are in place.

C. A dealer shall not alter or cause to be altered any manufactured home to which a HUD label has been affixed if such alteration or conversion causes the manufactured home to be in violation of the standards.

D. If the dealer provides for the installation of any manufactured home he sells, the dealer shall be responsible for making sure the installation of the home meets the manufacturer's installation requirements and the Code.

E. On each home sold by the dealer, the dealer shall collect the applicable title fees and title tax for the manufactured home, to include an additional \$30 inspection/administrative fee, and forward such fees and taxes to the Virginia Department of Motor Vehicles.

The above fees shall be submitted to the Virginia Department of Motor Vehicles within 30 days from the completion date of the sale.

F. On each home sold by the dealer, the dealer shall provide the owner with information to file a claim supplied by the department.

13VAC6-20-90. License Required; Annual Renewal.

Article 3. Brokers

A. Any person located in or outside of the Commonwealth buying or selling, negotiating the purchase or sale or exchange of, or leasing used manufactured homes and meeting the definition of broker in 13VAC6-20-10 shall apply to the board for a license. The license shall be displayed in a conspicuous place accessible to the public in the office of the business location. The license shall be issued for a term of one year from the date of issuance.

B. Each licensed broker shall apply for license renewal annually, by application and accompanied by the required fee. Applicants for license renewal shall meet all the criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed broker's renewal form and appropriate fee within 30 days of the license expiration date, the broker shall be required to reinstate the license according to the terms and conditions of Article 8 (13VAC6-20-201 et seq.) of this part.

D. For licensing purposes, a broker operating more than one business location shall have each location treated as a separate entity and shall adhere to all requirements for broker licensing, including posting a license, at each location.

E. Each broker licensed under this chapter shall also obtain a certificate of dealer registration from the ~~Virginia Department of Motor Vehicles~~ Virginia Motor Vehicle Dealer Board (MVDB). The certificate of registration shall be renewed annually and shall be maintained in effect with the ~~Department of Motor Vehicles~~ MVDB as long as the broker is licensed under this chapter.

13VAC6-20-100. Application for Licensing; Renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be furnished by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13VAC 6-20-420 A 3.

2. Licensing fee required by 13VAC6-20-200 A 5.

3. Statement of Compliance.

4. Verification of a business office with all utilities, including a business telephone, and where the required business records are maintained.
5. Verification of a permanent business sign, in view of public traffic, bearing the name of the firm.
6. Name of the owner, principal, manager, agent or other person designated as the holder of the broker's license for the specific location and the names of the partners or principals in the broker's firm.
7. List of salespeople employed. ~~with the following biographical information for each:~~

~~Date of birth~~
~~Sex~~
~~Weight~~
~~Height~~
~~Eye/hair color~~

Photographs of the front of the business office and required sign may be considered as verification required by this subsection.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13VAC6-20-200 A 6.
2. Statement of Compliance.
3. Notification of any significant changes to the office or the business sign.
4. Any changes of officers or directors of the company or corporation.
5. A copy of the broker's current certificate of registration from the ~~Department of Motor Vehicles~~ MVDB
6. Updated list of salespeople employed.

D. Any change in the form of ownership of the broker or any changes (deletions or additions) in the partners or principals of the broker shall be submitted to the board with an application and fee for a new license. If the new owner(s) assume the liabilities of the previous owner(s), then a new recovery fund assessment is not required. New recovery fund assessments shall be required when the new owner(s) do not assume the liabilities of the previous owner(s).

The board shall be notified immediately by the broker of any change in the operating name of the broker. The director shall endorse the change on the license without requiring an additional fee. The board shall be notified immediately by the broker of any change in location of the broker. The broker shall pay a fee of \$50 for the change of location on the license, but shall not be required to pay an additional assessment to the recovery fund for the change of location only.

13VAC6-20-110. Statement of Compliance.

The Statement of Compliance shall be signed by the person or responsible officer having full authority to commit the broker to the conditions of compliance and shall not be transferable. Violation of the Statement of Compliance is ground for suspension of the license.

13VAC6-20-120. Broker Responsibility for Inspections; Other Items.

A. The broker shall inspect every used manufactured home unit prior to completion of sale. No broker shall sell a used manufactured home, if he becomes aware that it contains an imminent safety hazard

Exception: A broker may sell a used manufactured home in which he is aware of an imminent safety hazard if the buyer is advised of the imminent safety hazard in writing by the broker and is further advised that building permits may be required from the local building official for repair of the imminent safety hazard.

B. A broker shall not alter or cause to be altered any manufactured home to which a HUD label has been affixed if such alteration or conversion causes the manufactured home to be in violation of the standards.

C. If the broker provides for the installation of any manufactured home he sells, the broker shall be responsible for making sure the installation of the home meets the manufacturer's installation requirements and the Code.

D. On each home sold by the broker, the broker shall collect the applicable title tax and title fees for the manufactured home, to include an additional \$30 inspection/administrative fee, and forward such fees and taxes to the Virginia Department of Motor Vehicles.

The above fees shall be submitted to the Virginia Department of Motor Vehicles within 30 days from the completion date of the sale.

13VAC6-20-130. License Required; Annual Renewal.

Article 4. Salespeople

A. Any person employed by a dealer, broker or manufacturer buying or selling or negotiating the purchase, sale or exchange of new or used manufactured homes and meeting the definition of a salesperson in 13VAC6-20-10 shall apply to the board for a license. The salesperson's license shall be displayed in the company's business office in a conspicuous place accessible to the public in public view. The license shall be issued for a term of one year from the date of issuance. A salesperson shall be authorized by the board to sell manufactured homes after applying for a license, accompanied by the required fees, but prior to receiving the license back from the board, and shall not be considered to be an "unlicensed salesperson" during such time.

B. Each licensed salesperson shall apply for license renewal annually, by application and accompanied by the required fee. Applicants for license renewal shall meet all criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed salesperson's renewal form and appropriate fee within 30 days of the license expiration date, the salesperson shall be required to reinstate the license according to the terms and conditions of Article 8 (13VAC6-20-201 et seq.) of this part.

D. When employed by a dealer, broker or manufacturer having more than one licensed retail location or business office, a licensed salesperson may transfer or be temporarily assigned from one location to the other as long as he is working for the same company under the same ownership. Such transfer or assignment shall not require an additional license or Transaction Recovery Fund assessment. If a salesperson works for more than one company or at locations with different owners, he shall be licensed separately for each and pay a separate Transaction Recovery Fund assessment for each such license.

13VAC6-20-140. Application for Licensing; Renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be supplied by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13VAC6-20-420 A 4.
2. Licensing fee required by 13VAC6-20-200 A 7.
3. Statement of Compliance.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13VAC6-20-200 A 8.
2. Statement of Compliance.

13VAC6-20-150. Termination of Employment; Notification to Department.

Whenever the salesperson's employment is terminated, the salesperson shall immediately send his license to the department. The license shall be marked "Employment terminated on Date" with the date given that the salesperson stopped working for the dealer, broker or manufacturer. The dealer, broker or manufacturer also shall notify the department of the salesperson's termination of employment no later than the tenth day of the month following the month of termination.

13VAC6-20-160. Special License; Applications; Fees.

Article 5. Special License

A. The board may approve applications from regulants for special licenses, not to exceed 10 days in duration, for a temporary place of business operated or proposed by the regulant. The temporary location shall not be contiguous to other premises for which a license is issued, except that contiguous locations may be licensed for dealer and manufacturer product shows.

B. The application for special licenses shall be submitted on forms supplied by the department. All information required with the application shall be furnished by the applicant for the board's review. Applications shall be submitted to the board at least 30 days prior to the requested effective date of the special license.

C. The application shall be accompanied by the required fee in 13VAC6-20-200 B.

13VAC6-20-170. Prohibited Conduct; Grounds for Denying, Suspending or Revoking License.

Article 6. Violations and Hearings

A. The following acts by regulants are prohibited and may be considered by the board as grounds for action against the regulant:

1. Engaging in business as a manufactured home manufacturer, dealer or broker without first obtaining a license from the board.
2. Engaging in business as a manufactured home salesperson without first applying to the board for a license.
3. Making a material misstatement in an application for license.
4. Failing to pay a required assessment to the Transaction Recovery Fund.

5. Failing to comply with the warranty service obligations and claims procedures required by this chapter.
6. Failing to comply with the set-up and tie-down requirements of the Code.
7. Knowingly failing or refusing to account for or pay over money or other valuables belonging to others which have come into the regulant's possession due to the sale of a manufactured home.
8. Using unfair methods of competition or unfair or deceptive commercial acts or practices.
9. Failing to comply with the advertising provisions in Part IV of this chapter (13VAC6-20-270 et seq.).
10. Defrauding any buyer to the buyer's damage, and any other person in the conduct of the regulant's business.
11. Employing an unlicensed salesperson.
12. Knowingly offering for sale a manufactured home produced by a manufacturer which is not licensed as a manufacturer under this chapter.
13. Knowingly selling a manufactured home to a dealer who is not licensed as a dealer under this chapter.
14. Failing to appear before the board upon due notice.
15. Failing to comply with orders issued by the board pursuant to this chapter.
16. Failing to renew a license and continuing to engage in business as a manufacturer, dealer, broker or salesperson after the expiration of any license.
17. A salesperson selling, exchanging or offering to sell or exchange a manufactured home for any dealer or broker other than the licensed dealer or broker employing the salesperson.
18. A salesperson offering, transferring or assigning any negotiated sale or exchange of a manufactured home to another dealer, broker, manufacturer or salesperson.
19. Failing to comply with the Statement of Compliance.
20. Failing to notify the board of a change of location or address of the business office.
21. Failing to comply with any provisions of this chapter.
 - a. The board may revoke or deny renewal of an existing license or refuse to issue a license to any manufactured home broker, dealer, manufacturer, or salesperson who is shown to have a substantial identity of interest with a manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed by the board.
 - b. Any person whose license is revoked or not renewed for cause by the board shall not be eligible for a license under any circumstances or under any name, except as provided by regulations of the board pursuant to § 36-85.18 of the Code of Virginia.
22. Failing to comply with the regulations of state or federal agencies regarding the financing, titling, taxation or transporting of manufactured homes.
23. Failure to perform a written contract between the regulant and the seller or buyer that contains the following minimum requirements:
 - a. A statement of the total cost of the contract and the amounts including specific statement on the cost of the home, any additional costs for work to be performed and the amount of the down payment, taxes and titling fees.
 - b. A listing of specified materials and work to be performed and who is to supply the materials and perform that work.

- c. Contract to identify the business name as shown on the license issued per these regulations and include the address, and the phone number of the business.
- d. Specify the make and model of the home.
- e. Specify if the home is new or used.
- f. Specify the length and width of the home as defined by the HUD Standards.
- g. Specify the date of manufacture and the serial number, except when the home is specially ordered from the manufacturer for the buyer, and this information is not known.

24. Provide a statement notifying consumers of the limitations on damages retained by dealer disclosure to the buyer.

25. Provide a statement notifying consumers of the Dispute resolution program available to resolve disputes concerning defects in manufactured homes.

B. The board may deny, suspend, revoke or refuse to renew or reinstate the license of a regulant because of, but not limited to, one or more of the following grounds:

- 1. Having had a license previously denied, revoked or suspended under this chapter.
- 2. Having a license denied, suspended or revoked by a similar licensing entity in another state.
- 3. Engaging in conduct in another state which would have been a violation of this chapter if the actions were committed in Virginia.
- 4. Failing to obtain a required certification of registration from the ~~Department of Motor Vehicles~~ Virginia Motor Vehicle Dealer Board (MVDB), failing to renew the annual certificate of registration from the MVDB, or having the certificate of registration suspended or revoked by the ~~Department of Motor Vehicles~~ MVDB.
- 5. Having been convicted or found guilty in any jurisdiction of a felony.

13VAC6-20-180. Penalties; Notice to Regulant.

A. The board shall have the power to deny, suspend, revoke, or refuse to renew or reinstate the license of a regulant found to be engaging in prohibited conduct or otherwise failing to comply with this chapter or orders of the board.

B. The board shall have the authority to levy monetary penalties in addition to or instead of denying, suspending, revoking, or refusing to renew or reinstate a regulant's license. Such monetary penalties shall include the following:

- 1. Monetary penalties of up to \$2,500 for each violation by a manufacturer.
- 2. Monetary penalties of up to \$2,500 for each violation by a dealer or broker.
- 3. Monetary penalties of up to \$2,500 for each violation by a salesperson.

C. The board shall notify the regulant, in writing, of any complaint directed against him. The notice shall include the time and place of a conference or hearing on the complaint. No penalties shall be imposed by the board until after the conference or hearing.

13VAC6-20-190. Conference; Hearing; Service of Notice.

A. The board, or department acting on the board's behalf, shall send notice of the conference or hearing to the regulant at least 15 calendar days prior to the date of the conference or hearing. The notice shall be sent by certified mail to the address of the regulant, as shown on the license or other record of information in possession of the board.

B. The conference or hearing shall be conducted by the board according to the applicable provision of the Administrative Process Act and shall be open to the public. The regulant or applicant shall have the right to be heard in person or by counsel, and to provide evidence and witnesses on his behalf.

C. After the conference or hearing has been completed, if the board determines that the regulant or applicant has engaged in prohibited conduct, or is in violation of this chapter or orders of the board, or otherwise determines that it has grounds to impose any penalties under 13VAC6-20-180, the board shall immediately notify the regulant or applicant in writing, by certified mail, of the action imposed by the board. The department shall be responsible for carrying out the board's decision. The department shall also notify the Department of Motor Vehicles of the suspension or revocation of any dealer's or broker's license under this chapter.

13VAC6-20-200. Fee Schedules.

Article 7. License Fees

A. The following fees are set by the board for annual licenses and renewals issued in accordance with this chapter. Checks, money orders, credit cards and other approved electronic fee payments shall be made payable to the Treasurer of Virginia or applicable state agency. In the event that a check, money draft, credit card, or similar instrument for payment of a required fee is not honored by the bank or financial institution named, the applicant or regulant shall be required to remit fees sufficient to cover the original fee plus an additional processing charge set by the department.

1. The manufacturer's original license fee shall be \$700.
2. The manufacturer's renewal license fee shall be \$600.
3. The dealer's original license fee shall be \$200.
4. The dealer's renewal license fee shall be \$150.
5. The broker's original license fee shall be \$200.
6. The broker's renewal license fee shall be \$150.
7. The salesperson's original license fee shall be \$100.
8. The salesperson's renewal license fee shall be \$100.

B. The following fees apply to special licenses issued by the board in accordance with Article 5 (13VAC6-20-160) of this part:

1. Manufacturer's special license fee shall be \$40.
2. Dealer's special license fee shall be \$40.
3. Broker's special license fee shall be \$40.
4. Salesperson's special license fee shall be \$30.

13VAC6-20-201. Reinstatement Required.

Article 8. Reinstatement

Should the board fail to receive a license holder's renewal form and appropriate fee within 30 days of the license expiration date, or if the license has been revoked or not renewed by the board the applicant shall be required to reinstate the license. Applicants for reinstatement of a manufacturer's license shall continue to meet all the qualifications for licensure set forth in

Article 1 (13VAC6-20-20 et seq.) of this part. Applicants for reinstatement of a dealer's license shall continue to meet all the qualifications for licensure set forth in Article 2 (13VAC6-20-50 et seq.) of this part. Applicants for reinstatement of a broker's license shall continue to meet all qualifications for licensure set forth in Article 3 (13VAC6-20-90 et seq.) of this part. Applicants for reinstatement of a salesperson's license shall continue to meet all qualifications for licensure set forth in Article 4 (13VAC6-20-130 et seq.) of this part.

13VAC6-20-202. Reinstatement Fees.

Each check, money order, credit card, and other approved electronic payment of fee shall be made payable to the "Treasurer of Virginia" or applicable state agency. In the event that a check, money draft, credit card, or similar instrument for payment of a required fee is not honored by the bank or financial institution named, the applicant shall be required to remit fees sufficient to cover the original fee, plus an additional processing charge set by the department. The following reinstatement fees shall be submitted by the applicant with the reinstatement application:

1. Manufacturer's fee	\$750*
2. Dealer's fee	\$300*
3. Broker's fee	\$300*
4. Salesperson's fee	\$225*

*Includes the renewal fee listed in 13VAC6-20-200.

The date on which the reinstatement application and fee is received by the department shall determine whether the licensee is eligible for reinstatement or must apply for a new license and meet the license requirements in place at the time of that application. Licenses that have been expired for a year or more from date of expiration are not eligible for reinstatement. An application for a new license must be submitted.

13VAC6-20-203. Status of the License During the Period Prior to Reinstatement.

A manufacturer, dealer, broker, or salesperson who reinstates his license shall be regarded as having been continuously licensed without interruption, shall remain under the full disciplinary authority of the board during this period, and may be held accountable for his activities during this period. Any person who suffers a loss or damage by an act of a regulant that constitutes a violation of this chapter during the period between the expiration of the license and the reinstatement of the license shall not be prohibited from filing a claim for recovery from the Manufactured Housing Transaction Recovery Fund.

A regulant who fails to reinstate his license shall be regarded as unlicensed from the expiration date of the license forward.

Nothing in this chapter shall divest the board of its authority to discipline a regulant for a violation of the law or regulations during the period of time for which the regulant was licensed.

13VAC6-20-204. Board Discretion to Deny Reinstatement.

Failure to timely pay any monetary penalty, reimbursement of costs or other fee assessed by consent order or final order shall result in delaying or withholding services provided by the department such as, but not limited to, renewal, reinstatement, or processing of a new application. The board may deny reinstatement of a license for the same reasons as it may refuse initial or renewal licensure or to discipline a regulant.

13VAC6-20-210. Filing of Dealer or Manufacturer Sales Agreements; Contents.

Part III. Dealer or Manufacturer Sales Agreements

A. Each licensed manufacturer shall file with the board a true copy of each new, amended, modified, or different form of dealer/manufacturer sales agreement to be offered to a dealer or prospective dealer in the Commonwealth prior to the date the

sales agreement is offered. The *department* shall review the form for terms inconsistent with the requirements of this chapter. Any forms found to contain inconsistent terms shall be reported to the board for review and notification. The department shall notify the manufacturer of the inconsistent terms and its report to the board.

B. The sales agreement between the manufacturer and the dealer shall not include terms that are contrary to, prohibited by, or otherwise inconsistent with the requirements of this chapter.

C. The manufacturer shall include in any sales agreement with a dealer the following language or words to that effect:

"If any provision herein contravenes the laws or regulations of Virginia, or denies access to the procedures, hearings, or remedies provided by the laws or regulations of Virginia, such provision shall be deemed to be modified to conform to those laws and regulations, and all other terms and provisions of the agreement shall remain in full force."

13VAC6-20-220. Coercion of Dealer by Manufacturer Prohibited.

A. A manufacturer shall not coerce or attempt to coerce any dealer or prospective dealer to sell, assign, or transfer any sales contract obtained by the dealer for any manufactured home produced by the manufacturer, to a specified finance company or class of finance companies or to any other specified persons by any of the following:

1. By any statement, suggestion, promise or threat that the manufacturer will in any manner benefit or injure the dealer, whether the statement, suggestion, threat, or promise is express or implied or made directly or indirectly.

2. By any act that will benefit or injure the dealer.

3. By any contract, or any express or implied offer of contract, made directly or indirectly to the dealer, for handling the manufactured home on the condition that the dealer sell, assign, or transfer his sales contract on the manufactured home to a specified finance company or class of finance companies or to any other specified persons.

4. By any express or implied statement or representation made directly or indirectly that the dealer is under any obligation to sell, assign, or transfer any of his sales contracts because of any relationship or affiliation between the manufacturer and the finance company or persons.

B. A manufacturer shall not coerce or attempt to coerce any dealer to accept delivery of any manufactured home or homes, parts or accessories which have not been ordered by the dealer.

C. A manufacturer shall not coerce or attempt to coerce any dealer to enter into an agreement with the manufacturer, or do any other act unfair to the dealer, by threatening to cancel any sales agreement existing between the manufacturer and the dealer.

D. A manufacturer shall not coerce or attempt to coerce any dealer to join, contribute to, or affiliate with any advertising association.

E. A manufacturer shall not require or otherwise coerce a dealer to underutilize a dealer's facilities.

13VAC6-20-230. Grant, Transfer, Succession to and Cancellation of Dealer or Manufacturer Sales Agreements: Delivery of Homes, Parts, Accessories.

A. Prior to granting an additional dealer or manufacturer sales agreement for a particular line of manufactured home in a relevant market area in which a dealer or dealers are already located, a manufacturer shall notify, in writing, all other dealers in the line of homes in that relevant market area. Any dealer in the same line of homes in the relevant marketing area may request a conference or hearing before the board within 30 days of receipt of the manufacturer's notice of intention to establish the additional dealer or manufacturer sales agreement. The additional sales agreement may be established at the proposed site if, after the conference or hearing, the board determines that there is reasonable evidence that after the grant of the new sales agreement, the market will support all of the dealers in that line of homes in the relevant market area.

Establishing a dealer or manufacturer sales agreement in a relevant market area to replace a dealer that has ceased operation shall constitute the establishment of a new dealer or manufacturer sales agreement subject to the terms of this section.

EXCEPTIONS:

1. The relocation of an existing dealer within that dealer's relevant market area if the relocation site is to be more than 25 miles from any other dealer in the same line of homes.
2. The relocation of an existing dealer within that dealer's relevant market area if the relocation site will be further away from all other dealers of the same line of homes in that relevant market area than the relocating dealer's current site.
3. The relocation of an existing dealer within two miles of that dealer's current site.

B. A dealer shall give written notice to the manufacturer at least 90 days prior to the sale, assignment, or transfer of the dealer or manufacturer sales agreement. The notice shall include the identity, financial ability, and qualifications of the proposed transferee. The sale or transfer of the sales agreement or business shall not involve a relocation of the sales agreement without the manufacturer's consent. The manufacturer shall not prevent or refuse to approve the sale or transfer of the ownership of a dealer by the sale of the business, stock transfer, or otherwise, or the sale, transfer, or assignment of a dealer or manufacturer sales agreement or a change in the executive management or principal operator of the dealership, unless the manufacturer provides written notice to the dealer of its objections and the reasons therefor at least 30 days prior to the proposed effective date of the sale, transfer, assignment, or change. The dealer shall have 30 days from receipt of the manufacturer's objection to file a written request for a conference or hearing by the board. At the conference or hearing, the manufacturer and the dealer shall be allowed to present their reasons for and objections to the sale or transfer. The board shall determine whether the manufacturer's objection to the sale, assignment, transfer or change of the dealership is reasonable or unreasonable. The sale, transfer, assignment or change of the dealer or manufacturer sales agreement shall be allowed if the board determines the objection is unreasonable.

C. A dealer shall be allowed to designate a member of his family as a successor to the dealer or manufacturer sales agreement in the event of the death or incapacity of the dealer by providing written notice to the manufacturer of the identity, financial ability, and qualifications of the member of the family designated as successor. The manufacturer shall have the right to prevent or refuse to honor the succession to the sales agreement by notifying the family member in writing of its objections and of the person's right to request a conference or hearing on the matter before the board. The dealer shall have 30 days from receipt of the manufacturer's notice to file a written request to the board for a conference or hearing. At the conference or hearing, the dealer and manufacturer shall be allowed to present their reasons for and objections to the succession. The board shall determine if the manufacturer's objection to the succession is reasonable. The designated succession shall be allowed if the board determines the manufacturer's objection is unreasonable.

D. A dealer or manufacturer sales agreement may be cancelled or terminated at any time by mutual consent.

E. A manufacturer may terminate, cancel, or refuse to renew the sales agreement of a dealer with good cause. At least 60 days prior to the effective date of such termination, cancellation, or the expiration date of the sales agreement the manufacturer shall give written notice of his intentions to the dealer and the board, setting forth the specific grounds for the action. Within the 60-day period, the dealer may request, in writing, a conference or hearing before the board to determine if there is good cause for the termination, cancellation, or nonrenewal of the sales agreement. When the dealer has requested a board conference or hearing, the sales agreement in question shall continue in effect until the board issues a finding of good cause for the action.

If a manufacturer neither advises a dealer that it does not intend to renew a sales agreement nor takes any action to renew a sales agreement beyond its expiration date, the sales agreement in question shall continue in effect on the terms last agreed to by the parties.

A manufacturer may provide written notice of termination, cancellation or nonrenewal to a dealer not less than 15 days prior to the effective date of such termination, cancellation or nonrenewal when the grounds for such action are any of the following:

1. Insolvency of the dealer or filing of any petition by or against the dealer, under any bankruptcy or receivership law, leading to liquidation or which is intended to lead to liquidation of the dealer's business.

2. Failure of the dealer to conduct its customary sales and service operations during its established business hours for 10 consecutive business days, except where the failure results from acts of God or circumstances beyond the direct control of the dealer.

3. Revocation of any license which the dealer is required to have to operate a dealership.

4. Conviction of the dealer or any principal of the dealer of a felony, during the term of the sales agreement.

F. The change or discontinuance of a marketing or distribution system of a particular line of manufactured homes by a manufacturer, while the name identification of the home is continued in substantial form by the same or different manufacturer, may be considered to be a sales agreement termination, cancellation, or nonrenewal. A manufacturer shall provide continued parts and service support to a dealer for a discontinued line of homes for at least five years from the date of such discontinuance.

13VAC6-20-240. Dealer or Manufacturer Sales Agreement Warranties.

Any warranty agreements or contracts included in the sales agreement shall comply with the warranty and service requirements of Part V of this chapter (13VAC6-20-310 et seq.).

13VAC6-20-250. (Repealed.)

13VAC6-20-260. Conferences, Hearings and Other Remedies.

A. In every case of a conference or hearing before the board authorized by this chapter, the board shall give reasonable notice of each conference or hearing to all interested parties. The board's decision shall be binding on the parties, subject to the rights of judicial review and appeal.

Conferences or hearings before the board under this part shall commence within 90 days of the request for the conference or hearing. The board's decision shall be rendered within 60 days from the conclusion of the conference or hearing.

B. The board shall initiate investigations, conduct conferences or hearings, and determine the rights of parties under this part whenever they are provided sufficient information indicating a possible violation of this part or this chapter.

C. For purposes of any matter brought to the board under 13VAC6-20-230 in which the board is to determine whether there is good cause for a proposed action or whether it would be unreasonable under the circumstances, the board shall consider:

1. The volume of the affected dealer's business in the relevant market area;
2. The nature and extent of the dealer's investment in its business;
3. The adequacy of the dealer's service facilities, equipment, parts, supplies, and personnel;
4. The effect of the proposed action on the community;
5. The extent and quality of the dealer's service under warranties in Part V of this chapter (13VAC6-20-310 et seq.).
6. The dealer's performance under the terms of its dealer/manufacturer sales agreement;
7. Other economic and geographical factors reasonably associated with the proposed action; and

8. The recommendations, if any, of the department personnel requested to investigate the matter.

13VAC6-20-270. Prohibited Practices.

Part IV. Advertising

For the purposes of this part and this chapter, the following regulated advertising practices by manufacturers, dealers, brokers, or salespersons are prohibited and shall be considered by the board to be unfair methods of competition or unfair or deceptive commercial acts or practices:

1. Advertising a manufactured home as a "new manufactured home" when the home does not meet all of the requirements for the definition of a new manufactured home in 13VAC6-20-10.
2. Advertising a used manufactured home by misleading or confusing terms rather than "used" or such other term that is clearly understood to mean that the home is used. Once a title has been issued to a purchaser by the Department of Motor Vehicles, the home is considered as a used home and must be advertised as such.
3. Advertising finance charges or other interest rates when there are costs to buy down the charges or rates which are passed on to the buyer, in whole or in part.
4. Advertising terms, conditions and disclosures which are not stated clearly and conspicuously. An asterisk or other reference symbol may be used to point to a disclaimer or other information, but the disclaimer shall not contradict or change the meaning of the advertised statement.
5. Advertising a "sale" when the expiration date is not clearly and conspicuously stated.
6. Advertising which uses terms such as "at cost," "below cost," or "dollars off cost." Terms such as "invoice price" or "dollars over invoice" may be used, provided the invoice referred to is the manufacturer's original factory invoice which is available for customer inspection upon request.
7. Advertising a policy to match or better a competitor's price when the terms of the offer are not specific and verifiable. Any such advertisement shall fully disclose, as a part of the ad, any material or significant conditions which must be met or the evidence the buyer must present to take advantage of the offer.
8. Advertising which includes "dealer rebates" or "manufacturer's rebate."
9. Advertising any "free" or "at no cost" (or other words to that effect) offers of equipment or accessories in a negotiated sale. No equipment or accessory shall be described as "free" or "at cost" if its cost or any part of its cost is included in the price of the home, or if the home can be purchased for a lesser price without accepting the free offer, or if a purchase is required in order to receive the free offer.
10. Advertising which is determined to be "bait advertising" such as advertising homes, equipment, accessories or prices which are not available at the dealer's business location, or advertising homes of a specific price but having available for sale only homes equipped with dealer added cost options which increase the selling price above the advertised price. If any home is available only by order, then that shall be clearly and conspicuously disclosed in the advertisement.
11. Advertising as "repossessed" any manufactured home which has not been previously sold, titled and then taken back from the buyer. Proof of repossession shall be provided by the advertiser upon request.
12. Advertising special dealer arrangements such as "manufacturer's outlet," "factory authorized outlet," and "factory wholesale outlet." Any term that gives the buyer the impression the dealer has a special arrangement with the manufacturer compared to similarly situated dealers is misleading and shall be prohibited. The term "factory authorized dealer" shall be an acceptable term for advertising purposes.
13. Advertising the length of a manufactured home as including the towing assembly or hitch.

14. Advertising in any newspaper, periodical or sign which omits the name of the firm from the advertisement.

13VAC6-20-280. Records Retention.

Advertisers shall maintain a copy of all media advertising for a period of not less than 60 days after the expiration date of the advertisement. For the purposes of this section, the expiration date of the advertisement shall be the last date the advertisement runs or the expiration date of the advertised sale, whichever is later.

13VAC6-20-290. Violations; Penalties.

A. The first violation of any regulated advertising practice may, at the discretion of the board, be addressed by a written warning to the regulant, by certified mail, advising the regulant of the prohibited conduct and the possible actions by the board if such conduct is continued or repeated.

B. Any violation of regulated advertising practices in this part may be considered as prohibited conduct under 13VAC6-20-170 and subject to the board's actions contained therein.

13VAC6-20-300. Conferences or Hearings.

Conferences or hearings on any complaint or notice of violation of advertising practices contained in this part shall be conducted according to the procedures established in 13VAC6-20-190.

13VAC6-20-310. Warranties; Provisions.

Part V. Warranty, Service and Alterations

A. Each manufacturer located in or outside of the Commonwealth delivering in or shipping into the Commonwealth manufactured homes for sale shall issue with each new home a warranty to the buyer, in writing, setting forth the following terms:

1. That all structural elements; plumbing systems; heating, cooling (if any), and fuel burning systems; electrical systems; and any other components included by the manufacturer are manufactured and installed free from defect.

2. That the manufacturer shall take appropriate corrective action at the site of the manufactured home, except for components which can be removed for service without undue inconvenience to the buyer, in instances of defects which become evident after the date of delivery of the home to the buyer, provided the buyer gives notice of the defects to the manufacturer at the manufacturer's business address.

3. That the manufacturer shall take such actions deemed necessary as ordered by the board under this chapter.

B. Each dealer located in or outside of the Commonwealth selling or delivering manufactured homes to buyers in the Commonwealth shall issue with each manufactured home a warranty to the buyer, in writing, setting forth the following terms:

1. That any modifications or alterations made to the home by the dealer or authorized by the dealer are free from defects. Alterations or modifications made by the dealer, without written permission of the manufacturer, shall relieve the manufacturer of the warranty requirements of subsection A of this section for the item altered or modified and any damage resulting from the alteration or modification.

2. That set-up operations performed by the dealer or by persons under contract to the dealer on the manufactured home are completed in compliance with the applicable Code requirements for the installation of manufactured homes.

3. That during the course of transportation and set-up operations performed by the dealer or by persons under contract to the dealer, any defects which may occur with the manufactured home will be corrected properly.
 4. That the dealer shall take appropriate corrective action at the site of the manufactured home, except for components which can be removed for service without undue inconvenience to the buyer, if such defects become evident after the date of delivery of the home to the buyer, provided the buyer gives notice of the defects to the dealer at the dealer's place of business.
 5. That the dealer shall take such actions deemed necessary as ordered by the board under this chapter.
- C. Any warranties generally offered by suppliers in the ordinary sale of their products to consumers shall be extended to buyers of manufactured homes. The warranty by the manufacturer of the home shall remain in effect notwithstanding the existence of the suppliers' warranty.
- D. The regulant's warranty shall be in addition to, and not in detraction of, all other rights and privileges which the buyer may have under any other law or regulation. The regulant shall not require the buyer to waive his rights under this part and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void.

13VAC6-20-320. Duration of Warranties.

All warranties provided by regulants as required by 13VAC6-20-310 shall be for a period of not less than 12 months, measured from the Date of Delivery of the home to the buyer. ~~The date of delivery shall be the date on which all terms or conditions of the sales contract agreed to or required of the regulant have been completed.~~

13VAC6-20-330. Presenting Warranty Claims.

To invoke a regulant's warranty under 13VAC6-20-310, the buyer shall notify the regulant within a reasonable time after discovering the defect and not later than 90 days after the expiration of the stated term of the warranty. The regulant shall make a record of the name and address of each claimant and the date, substance, and disposition of each claim about the defect. The regulant may request that a warranty claim be made in writing; however, the regulant shall record any claim received as noted above and shall not delay service pending receipt of the written claim.

13VAC6-20-340. Service Agreements; Determination of Responsible Party.

- A. If a service agreement exists between or among the manufacturer, the dealer, and the supplier to provide warranty services on a manufactured home, the service agreement shall specify which of the regulants shall be the responsible party for remedying defects reported in the home. All service agreements shall be in writing. No service agreement shall relieve a regulant, determined by the board to be the responsible party for remedying the defect, of the responsibility for performing warranty service; however, any regulant accepting the responsibility to perform the warranty service obligations of other regulants under the service agreement shall be responsible to both the buyer and the other regulant to perform adequate warranty service.
- B. If there is no warranty or service agreement between or among the regulants, the board shall have the authority to designate the responsible party for each defect given in the claim. The board may use reports and recommendations from the department staff investigating consumer complaints under the applicable provisions of the Code or may request staff to make a specific on-site inspection to determine the responsible party for remedying the defect.
- C. If a warranty claim is made to a regulant that is not the responsible party for remedying the defect, that regulant shall immediately notify the claimant, in writing of that fact, and shall also notify, in writing, the regulant that is the responsible party for the defect, forwarding to the responsible party all available information about the claimant and the substance of the warranty claim.

D. If a defect is the responsibility of more than one regulant, each regulant shall be deemed to be a responsible party for the defect. A responsible party shall not fail to remedy defects because other regulants may also have joint responsibility for the defect or defects; however, nothing in this chapter shall prevent a responsible party from obtaining compensation by way of contribution or subrogation from another responsible party in accordance with any other provision of law or contracts between the regulants.

E. If a regulant corrects a defect under a warranty claim and the board determines that the regulant is not the responsible party, then that regulant shall be entitled to reasonable compensation for the warranty service performed. The compensation shall be from the responsible party for the defect.

F. It shall be a violation of this part for a regulant to coerce or require a non-responsible party to perform warranty service under this chapter. Any regulant or responsible party may file a complaint to the board if warranty service obligations under this chapter are not being completed or enforced.

13VAC6-20-350. Warranty Service; Time Limits; Rejection of Claim.

A. Any defect which is determined to be an imminent safety hazard to life and health shall be remedied within three days of receipt of the written notice of the warranty claim. Defects which may be considered as imminent safety hazards to life and health include, but are not limited to, any of the following:

1. Inadequate heating in freezing weather.
2. Failure of sanitary facilities.
3. Electrical shock hazards.
4. Leaking gas.
5. Major structural failure.

The board may suspend this three-day time period in the event of widespread defects or damage resulting from adverse weather conditions or other natural disasters.

B. All other defects shall be remedied within 45 days of receipt of the written notice of the warranty claim unless a bona fide reason exists for not remedying the defect within the time period. If the responsible party has a bona fide reason for not meeting the 45-day time period, he shall respond to the claimant in writing, with a copy to the board, explaining the reason or reasons and stating what further action is contemplated regarding the warranty service.

C. Department staff handling consumer complaints under the Code shall also review the complaints for warranty service obligations under this part, and shall make initial determinations of defects and imminent safety hazards to life and health as defined by the Code. Any disagreements between department staff and regulants or responsible parties regarding these determinations shall be resolved by the board. If a regulant or responsible party disputes the determination of an imminent safety hazard to life or health by the staff and asks for a ruling by the board, the three-day time period for remedying the hazard shall not be enforced unless the board agrees to the determination. If the board determines that the defect is an imminent safety hazard, it shall immediately notify the responsible party of the determination. The responsible party shall have three days from receipt of this notice to remedy the hazard.

D. Within the time limits specified in subsections A and B of this section, the responsible party shall either resolve the claim or determine that it is not justified. Whenever a regulant determines that a claim for warranty service is not justified, in whole or in part, he shall immediately notify the claimant in writing that the claim or a part of the claim is rejected. This notice shall explain to the claimant why the claim or specific parts of the claim are rejected and that the claimant is entitled to complain or file an appeal to the board. The notice shall provide the claimant with the complete address of the board.

13VAC6-20-360. Records; Available to Board.

The board or the board's representative shall be authorized to inspect the pertinent service records of a manufacturer, dealer, supplier, or broker relating to a written warranty claim or complaint made to the board regarding that manufacturer, dealer, supplier, or broker. Such inspection shall be allowed by the regulant during reasonable business hours. Upon request by the board, every regulant shall send to the board within 10 days a true copy of any and all documents or records pertinent to the claim for service or complaint.

13VAC6-20-370. Alterations; by Dealer or by Owner.

A. Unless authorized by this chapter or by the manufacturer, a dealer shall not make any alterations or modifications to a manufactured home after shipment from the manufacturer's facility. If a dealer performs an unauthorized alteration or modification in or to a manufactured home, the dealer then shall bear primary warranty responsibility for the altered or modified item or items. If the manufacturer remedies or is required by the board to remedy any warranty claim on the altered or modified item or items, then that manufacturer shall be entitled to recover damages in the amount of his costs, including attorney's fees, from the dealer responsible for the alteration or modification.

B. Unless authorized by the manufacturer, the owner or person or persons working for the owner shall not make alterations or modifications to a manufactured home after shipment from the manufacturer's facility. Any unauthorized alteration or modification made by the owner or person or persons working for the owner shall relieve the manufacturer of the responsibility to remedy any defects caused by such alteration or modification. All manufacturers shall display clearly and conspicuously on the face of their warranty to the buyer a statement explaining that the owner shall be responsible for remedying any defects caused by unauthorized alterations or modifications done by the owner or person or persons working for the owner. The statement shall also include a warning specifying any alterations or modifications which should be performed only by qualified personnel in order to preserve their warranty protection.

13VAC6-20-380. Qualifications of Personnel Performing Alterations.

All persons responsible for performing alterations under this part shall be deemed "qualified personnel" only when approved or certified by the manufacturer of the home.

13VAC6-20-390. Set-Up Requirements; Effect on Insurance Policies.

Part VI. Miscellaneous Provisions

A. Manufactured homes shall be set-up in accordance with the Code.

B. In the event that a manufactured home is insured against damage caused by windstorm and subsequently sustains windstorm damage of a nature that indicated the home was not set-up in the manner required by this section, the insurer issuing the home owner's insurance policy on the home shall not be relieved from meeting the obligations specified in the insurance policy with respect to such damage on the basis that the manufactured home was not properly set up.

13VAC6-20-400. Limitation on Damages Retained by Dealer; Disclosure to Buyer.

A. If a buyer fails to accept delivery of a manufactured home, the dealer may retain actual damages from the buyer's deposit according to the following terms:

1. If the manufactured home is in the dealer's stock and is not specially ordered from the manufacturer for the buyer, the maximum retention shall be \$1,000.

2. If the manufactured home is a single section unit and is specially ordered from the manufacturer for the buyer, the maximum retention shall be \$2,000.

3. If the manufactured home is larger than a single section unit in the dealer's stock and is not specially ordered for the buyer, the maximum retention shall be \$4,000

4. If the manufactured home is larger than a single section unit and is specially ordered for the buyer from the manufacturer, the maximum retention shall be \$7,000.

B. A dealer shall provide a written disclosure to the buyer at the time of the sale of a manufactured home alerting the buyer to the actual damages that may be assessed of the buyer by the dealer, as listed in subsection A of this section, for failure to take delivery of the manufactured home as purchased.

13VAC6-20-410. Other Remedies Not Excluded.

Nothing in this chapter, nor any decision by the board, shall limit any right or remedy available to the buyer through common law or under any other statute.

13VAC6-20-420. Recovery Fund Established; Assessments.

Part VII. Transaction Recovery Fund

A. In accordance with § 36-85.31 of the Code of Virginia, the board shall establish a Manufactured Housing Transaction Recovery Fund. Any manufacturer, dealer, broker or salesperson licensed by the board under this chapter to operate in the Commonwealth of Virginia shall pay an initial assessment fee of the following amount into the fund:

1. Manufacturer -- \$4,000 for each separate manufacturing facility payable in one installment or \$4,400 payable at \$2,200 per year with the second payment due one year after initial licensing.

2. Dealer -- \$500 per retail location.

3. Broker -- \$500 per sales office.

4. Salesperson -- \$50 per individual.

B. After the initial assessments have been paid, the board shall review the balance in the fund. In accordance with § 36-85.31 of the Code of Virginia, the minimum balance of the fund shall be \$250,000. If the initial assessments fail to achieve this minimum balance, or if future payments from the fund deplete the fund below this minimum balance, the board shall set and collect reassessment fees to achieve and maintain this minimum balance. Before setting any reassessments, the board shall notify all regulants at least 30 days prior to any meeting to set reassessment fees, advising the regulants of the purpose of the meeting and the regulants' opportunity to provide comments and suggestions prior to and at the meeting. Failure to pay any reassessment fees assessed by the board shall result in suspension of the regulant's license until such time as the regulant pays the reassessment fee.

C. All initial assessments and reassessments collected by the board under this chapter shall be deposited in an interest earning, special fund account by the State Treasurer in accordance with § 36-85.31 of the Code of Virginia. The board shall make appropriations from the fund in accordance with the express purposes set forth in Chapter 4.2 (§§ 36-85.16 et seq.) of Title 36 of the Code of Virginia and this chapter. Interest earned on the deposits of the fund shall accrue to the fund or may be used by the board to provide educational programs about manufactured homes to consumers.

13VAC6-20-430. Filing Claims; Investigations; Conference or Hearing on Claim.

A. Any person who suffers any loss or damage by an act of a regulant that constitutes a violation of this law or this chapter shall have the right to file a claim for recovery from the fund. The department shall provide forms for filing claims. As a minimum, the following information shall be furnished with the claim:

1. The names and addresses of the regulants involved in the claim.

2. The identification of the home including the serial number, HUD label number or numbers, and model designations.
3. A complete explanation of the issues or actions which constitute the basis for the claim, along with copies of pertinent documents.
4. The name, address and telephone number of the claimant and the location of the home if different from the claimant's address.

B. Upon receipt of a claim, the board shall review the claim and may conduct, or cause to be conducted, an on-site inspection of the home. All regulants involved in a claim shall be notified of any on-site inspections by the board or the department under this chapter and shall be requested to have a representative present during the inspection. The person or persons conducting the inspection for the board or the department shall prepare a written report of the findings of the inspection, citing any defects or violations of the Code or this chapter with a reference to the specific section of the Code or regulation which serves as the basis for the violation, and identifying the regulant responsible for the defect or violation. Copies of this report shall be provided to the regulants, the claimant, and the board.

C. The board shall hold a conference or hearing on a claim for damages. The board, or the department acting on the board's behalf, shall send written notice of the conference or hearing to all involved regulants, stating the purpose of the conference or hearing and the time and place of the conference or hearing. The notice shall be sent to the regulant or regulants at least 15 calendar days prior to the date of the conference or hearing. The notice shall be sent by certified mail to the address of the regulant or regulants, as shown on the license or other record or information in possession of the board. The conference or hearing shall be conducted by the board according to the applicable provisions of the Administrative Process Act and shall be open to the public. The regulant or regulants shall have the right to be heard in person or by counsel, and to provide evidence and witnesses on his behalf.

D. After the conference or hearing, if the board finds that the person has suffered a loss or damages due to the acts of a regulant that constitute a violation of this chapter, the board shall determine the amount of damages to be awarded to the claimant. ~~The amount of damages to be awarded to the claimant~~ The amount of damages awarded by the board shall be limited to actual compensatory damages and shall not include attorney's fees for representation before the board. The board shall order the responsible manufacturer, dealer, broker, or salesperson to pay the awarded amount to the claimant. The board's written order shall be sent by certified mail to the regulant responsible for paying the awarded amount. Within 30 days of receipt of the board's decision, the responsible regulant shall pay the awarded amount to the claimant, unless an appeal is pending.

13VAC6-20-440. Appeals of the Board's Decision.

Appeals of the decision of the board shall be to a circuit court with jurisdiction in the Commonwealth. The appeal shall be filed by the regulant within 30 days of the date of the board's order, and shall stay the board's order for payment of the awarded amount. Neither the regulant nor the board shall be required to pay damages to the claimant until such time as the final order of the court is issued. In accordance with § 36-85.35 of the Code of Virginia, the court may award reasonable attorney's fees and court costs to be paid by the recovery fund.

13VAC6-20-450. Payment of Damages; Limitations; Conditions.

A. If a regulant has not paid the awarded amount within 30 days as provided in 13VAC6-20-430 or filed an appeal to the circuit court as provided in 13VAC6-20-440, the board shall, upon request of the claimant pay the awarded amount to the claimant from the recovery fund under the following conditions:

1. The maximum claim of one claimant against the fund because of a single violation by one regulant shall be limited to \$40,000
2. The fund balance is sufficient to pay the awarded amount;

3. The claimant has assigned the board all rights and claims against the regulant; and

4. The claimant agrees to subrogate to the board all rights of the claimant to the extent of payment.

B. The aggregate amount of claims paid from the fund for violations by any one regulant during any license period shall be as follows:

1. For a manufacturer -- \$75,000.

2. For a dealer -- \$35,000.

3. For a broker -- \$35,000.

4. For a salesperson -- \$25,000.

If the board has reason to believe there may be additional claims against the fund from other transactions by the same regulant, the board may withhold any payments, involving that regulant, from the fund for a period of not more than one year from the date the board approved the original claimant's award. After this one-year period, if the aggregate of claims against the same regulant exceeds the limitations of this section, the aggregate amount shall be prorated by the board among the claimants and paid from the fund in proportion to the amounts of their awards remaining unpaid.

13VAC6-20-460. Revocation of License.

Upon payment to a claimant from the fund, the board shall immediately revoke the license of the regulant whose conduct resulted in the payment from the fund. Any regulant whose license is revoked under this section shall not be eligible to apply for a new license, renewal, or reinstatement of license until he has repaid the fund the full amount of the payments from the fund on his amount, plus interest, calculated at the rate of interest the recovery fund was earning at the time of the payment from the fund.

13VAC6-20-470. Other Disciplinary Action Not Voided.

The board may take other disciplinary actions against any regulant for any violation of Chapter 4.2 (§§ 36-85.16 et seq.) of Title 36 of the Code of Virginia, or this chapter. Full repayment of the amount paid from the fund for the regulant's actions shall not nullify, modify or prohibit the affect of any disciplinary proceeding by the board against that regulant for any violations.